

Residential Tenancies Board

RESIDENTIAL TENANCIES ACT 2004

Report of Case Reference: DR0007863 - TR0001798

Applicant Tenant(s):	Arya Chandrika Devi Sreekumaran
Respondent Landlord(s):	Michael Meegan
Address of rented dwelling:	15 Academy Street, Navan, Meath, C15K8Y2
Tribunal:	Peter Shanley (Chairperson) John Keaney, Maureen Cronin
Venue:	Virtual
Date & time of hearing:	20/07/2026 14:30:00
Attendees:	For the Applicant Tenant: Arya Chandrika Devi Sreekumaran (Tenant) For the Respondent Landlord: Ciaran Lydon (Landlord's letting agent)

1. Background:

On 31/01/2026 the Tenant(s) made an application to the Residential Tenancies Board ("the RTB"). The matter was referred to a Mediation which took place on 20/04/2026.

Subsequently the Tenant(s) submitted an Appeal on 21/04/2026. This was approved by the Board.

The RTB constituted a Tenancy Tribunal and appointed John Keaney, Maureen Cronin, Peter Shanley as Tribunal members pursuant to Section 102 and 103 of the Act and appointed Peter Shanley to be the chairperson of the Tribunal ("the Chairperson"). The Parties were notified of the constitution of the Tribunal and provided with details of the date, time, and venue set for the hearing. On 20/07/2026 the Tribunal convened a hearing.

2. Documents submitted prior to the hearing included:

The RTB Mediation Casefile 1; RTB Tribunal Casefiles 1-3.

3. Documents submitted at the hearing included:

None.

4. Procedure:

At the outset of the hearing, the Chairperson asked the participants in the virtual hearing to identify themselves and to say in what capacity they were taking part in the Tribunal. The Chairperson informed the participants that Tribunal hearings were public hearings. The Chairperson confirmed that the parties had received the relevant papers from the RTB and in particular that they had received, read and understood the "Tribunal Procedures" document.

The Chairperson stressed that all evidence would be taken on affirmation and be recorded by the recording technician present. The Chairperson reminded participants that knowingly providing false or misleading statements or information to the Tribunal was an offence punishable by a fine of up to €4,000 or up to 6 months imprisonment or both.

The Chairperson explained the procedure which would be followed; that the hearing was a *de novo* hearing; that the Tribunal was a formal procedure, but that it would be held in as informal a manner as was possible; that the party who appealed the dispute to the Tribunal, being the Tenant, would be invited to present her case first, that there would be an opportunity for cross-examination by the Landlord's agent, and that the Landlord's agent would then give his evidence and there would be an opportunity for cross-examination by the Tenant, and that the Tribunal might ask certain questions of both parties.

The Chairperson also reminded the parties that as a result of the hearing that day, the Board would make a Determination Order which would be issued to the parties and could be appealed to the High Court on a point of law only. As such, the Chairperson explained that the Tribunal would make the final determination on issues of fact.

5. Verbal Submissions:

The Tenant's submissions:

The Tenant accepted that she has not paid any rent since 8 January 2026 and that she now owes €15,750. The Tenant gave detailed evidence providing reasons for the rent arrears that have accrued. She highlighted issues regarding the fire alarm in the dwelling causing her to miss work and gave evidence of an accident at work causing her to sustain an injury which prevented her from working thereby giving rise to a loss of earnings. Unfortunately, her daughter also sustained an injury and the costs of dealing with these matters has put her under significant financial strain. She stated that she is currently on "suspension paid leave" and does not have the financial means to pay the rent due. She provided copies of extensive communications regarding her application for rent supplement which she says was not successful. She has indicated that she has sought advice from MABS.

The Tenant stated that she has submitted a separate claim to the RTB regarding alleged breaches by the Landlord of his obligations under the Act. She stated that she intended to claim damages for those breaches which she says should ultimately be set off against the rent arrears.

The Landlord's submissions:

The Landlord's agent stated that there are rent arrears of €15,750 due and no rent has been paid by the Tenant since 8 January 2026. On 3 November 2025, the Tenant paid rent of €1,500, and no rent was paid in December 2025. This meant that as at the start of January 2026 there were rent arrears of €2,500. €750 was paid in January 2026 and no further rent was paid thereafter for February, March, April, May, June, or July. The arrears at the date of the tribunal therefore stands at €15,750.

He strongly refuted allegations by the Tenant that the Landlord had breached obligations under the Act, but acknowledged that this was not a matter for this Tribunal to deal with.

He stated that a Notice of Termination was served on the Tenant on 14 May 2026 – almost four weeks after the Mediation was held. As such, he acknowledged that the question of the validity of the Notice of Termination, the 28-day Warning Notice (and issues around the service of same on the Tenant and the RTB) were not matters that would be considered by this Tribunal.

6. Matters agreed between the parties:

The Tenancy commenced on 1 August 2025. The rent is €2,000 per month payable in advance on the 1st day of every month. A security deposit of €2,000 was paid by the Tenant at the

commencement of the tenancy which is retained by the Landlord. The Tenant remains in occupation of the dwelling.

On 3 November 2025, the Tenant paid rent of €1,500, and no rent was paid in December 2025. This meant that as at the start of January 2026 there were rent arrears of €2,500. €750 was paid in January 2026 and no further rent was paid thereafter for February, March, April, May, June, or July. The arrears at the date of the tribunal therefore stands at €15,750.

Although a warning letter in respect of rent arrears was sent by the Landlord to the Tenant on 13 April and a Notice of Termination in respect of the arrears was sent on 14 May 2026, the validity of the Notice of Termination was not before the Tribunal and the Parties did not wish the Tribunal to deal with that. Similarly, the Tenant has claimed that the Landlord has breached his obligations under the Act and has brought a separate claim to the RTB in respect of such breaches. The Tribunal was therefore not asked to deal with the issue of the breach of Landlord obligations.

7. Findings and reasons:

FINDING 1:

The Tenant is in arrears of rent in the amount of €15,750 at the date of the hearing of the Tribunal and the Tenant shall pay to the Landlord by way of 12 consecutive instalments at the rate of €1,312.50 per calendar month, on or before the 28th day of each month, commencing the next month after the issue of the Determination Order.

Reasons:

It was not in dispute that on 3 November 2025, the Tenant paid rent of €1,500, and no rent was paid in December 2025. This meant that as at the start of January 2026 there were rent arrears of €2,500. €750 was paid in January 2026 and no further rent was paid thereafter for February, March, April, May, June, or July. The arrears at the date of the tribunal therefore stands at €15,750.

The parties were in agreement in relation to this figure, albeit the Tenant submitted that she intended to claim damages for those breaches which she says should ultimately be set off against the rent arrears. The Tribunal notes that the Tenant provided various reasons for her inability to pay the rent due, however they are not matters that afford the Tenant a defence to the strict legal obligation to pay rent under section 16(a) of the Act.

8. Determination:

Tribunal reference TR0001798

In the matter of Arya Chandrika Devi Sreekumaran (Applicant Tenant) and Michael Meegan (Respondent Landlord), the Tribunal, in accordance with Section 108(1) of the Act, determines that:

1. The Applicant Tenant is in arrears of rent in the amount of €15,750 at the date of the hearing of the Tribunal in respect of the tenancy of the dwelling at 15 Academy Street, Navan, County Meath.
2. The Applicant Tenant shall pay to the Respondent Landlord €15,750, being the rent arrears, by way of 12 consecutive instalments at the rate of €1,312.50 per calendar month, on or before the 28th day of each month, commencing the next month after the issue of the Determination Order.
3. The enforcement of the Determination Order for such payment of €15,750 will be deferred and the total sum owing will be reduced by the cumulative sum paid, in monthly instalments, by the Applicant Tenant to the Respondent Landlord, on each due date, until such time as the total sum of €15,750 has been paid in full.

4. For the avoidance of doubt, any default in the payment of any of the monthly instalments shall act to cancel any further deferral and the balance due at the date of default of any such monthly payment shall immediately become due and owing to the Respondent Landlord.
5. In addition to the foregoing, the Applicant Tenant shall continue to pay any further rent outstanding to the Respondent Landlord from the 20 July 2026 being the date of the Tribunal Hearing, at the rate of €2,000 per month, unless lawfully varied in accordance with the provisions of the Residential Tenancies Act 2004 (as amended).

The Tribunal hereby notifies the Residential Tenancies Board of this Determination.

A handwritten signature in black ink, appearing to read 'P. Shanley', written in a cursive style.

Peter Shanley, Chairperson

For and on behalf of the Tribunal.