

Private Residential Tenancies Board

Adjudication Report - Case No. 0612-01551

Applicant Landlord(s): Kevin Barry

Respondent Tenant(s): Sande Cash

Address of Rented Dwelling: River View, Urlanbeg, Newmarket on Fergus ,
Clare

Dispute re: Rent arrears, Standard and maintenance of
dwelling, Breach of tenant obligations

Adjudicator: Tracey McGee appointed on 21 September 2012

Adjudication held on: 02 November 2012 at 11:30

Venue: Rm 1, Floor 2, Limerick County Council, County
Hall, Dooradoyle, Limerick

In attendance: Kevin Barry, Applicant Landlord

Introduction

Dispute Application received date: 21/06/2012 Adjudication Hearing date: , 02/11/2012

Documents submitted at hearing

At the hearing the Applicant Landlord submitted a copy of an email from the sales agents, Sherry Fitzgerald McMahon dated 4th July 2012.

Submissions

The Applicant Landlord submitted that he is entitled to rent and damages for breach of the Respondent Tenants obligation to leave the dwelling as she found it subject to wear and tear. He said that the rent was invariably paid late; the March rent was €100.00 short and she had not paid April, May or June. He said that he had served a 14 day letter by registered post on 19th April 2012 and this was followed with a Notice of Termination dated 1st May 2012 sent by registered post on 2nd May 2012. He said that the Respondent Tenant had failed to accept the Notice of Termination and it had been returned to him by the Post Office but he could not remember the exact date of receipt of the returned Notice of Termination but he then delivered it personally to the dwelling and put it through the mail box. The Applicant Landlord said that he did not know the exact date on which the Respondent Tenant vacated the dwelling but it was some time in July 2012. The email from the sales agent, Sherry Fitzgerald McMahon dated 4th July 2012 states that the Respondent Tenant had vacated at that date. The Respondent Tenant failed to return the keys to the dwelling and all the locks had to be changed. The

Applicant Landlord said that the Respondent Tenant failed to use bins and burnt domestic rubbish in the fireplace so that it became blocked with plastic on the back boiler, she failed to cut the grass and when she vacated the dwelling she took the custom made blinds from the sun room and other items to the value of €1,200.00. The Respondent Tenant left food in the cupboard, clothes in the tumble dryer and failed to do any cleaning.

Summary of any matters agreed to by the parties

None.

Findings of Fact

The 14 day letter and Notice of Termination were not served in accordance with Section 6 (1) of the Act. The tenancy is deemed terminated by virtue of s37 (2)(a) of the Act. The Respondent Tenant owes the Applicant Landlord arrears of rent of €2,350.00. The Respondent Tenant is in breach of their obligation under S16 (f) of the Act.

Summary of Reasons

The 14 day letter and Notice of Termination were not served in accordance with Section 6 (1) of the Act. The tenancy is deemed terminated by virtue of s37 (2)(a) of the Act. The Respondent Tenant is in breach of the obligation under S16 (f) of the Act. The Applicant Landlord submitted documentation stating that there were arrears of rent of €2,350.00 and gave oral evidence that damages in excess of €1,200.00 had been done by the Respondent Tenant. The Applicant Landlord said that he had applied the deposit of €750.00 against the damages incurred.

Determination

1. The Respondent Tenant shall pay the total sum of €2,800.00 to the Applicant Landlord, at the rate of €100.00 per calendar month, on the 28th day of each month commencing the next month after the issue of the Order. This sum represents rent arrears of €2,350.00 and damages of €1,200.00, having deducted the entire of the justifiably retained security deposit of €750.00 in respect of the tenancy of the dwelling at Riverview, Urlanbeg, Newmarket-on-Fergus, Co. Clare. 2. The enforcement of the Order for such payment will be deferred and the total sum owing will be reduced by the number of monthly instalments of €100.00 made to the Applicant Landlord on each due date until the sum of €2,800.00 has been paid in full. 3. For the avoidance of doubt any default in the payment of the monthly instalments of €100.00 shall act to cancel any further deferral and the balance due at the date of default shall immediately become due and owing to the Applicant Landlord.

Tracey McGee

Tracey McGee

Adjudicator