

**Private Residential Tenancies Board**

**RESIDENTIAL TENANCIES ACT 2004**

**Report of Tribunal Reference No: TR0414-000616 / Case Ref No: 0214-10334**

<b>Appellant Landlord:</b>	Jean-Paul Frenett
<b>Respondent Tenant:</b>	Martin Dunne
<b>Address of Rented Dwelling:</b>	Apartment 3, 5 Casement Square, Cobh , Cork
<b>Tribunal:</b>	Patricia Sheehy Skeffington (Chairperson) Aidan Brennan, John Tiernan
<b>Venue:</b>	Committee Room 1, Cork City Council, City Hall, Anglesea Street, Cork
<b>Date &amp; time of Hearing:</b>	17 July 2014 at 11:00
<b>Attendees:</b>	For the Appellant: Jean-Paul Frenett (Appellant Landlord)  For the Respondent: Martin Dunne (Respondent Tenant)
<b>In Attendance:</b>	Gwen Malone Stenographers

**1. Background:**

On 7 February 2014 the Landlord made an application to the Private Residential Tenancies Board ("the PRTB") pursuant to Section 78 of the Act. The matter was referred to an Adjudication which took place on 19 March 2014. The Adjudicator determined that a Notice of Termination served on 5 November 2013 by the Applicant Landlord on the Respondent Tenant was invalid and did not uphold claims made in respect of the tenant's alleged anti-social behaviour.

Subsequently the Landlord applied to appeal the adjudicator's determination, which application was received by the Board on 24 April 2014. He cited as grounds anti-social behaviour and overholding. The application for the appeal was approved by the Board on 2 May 2014.

The PRTB constituted a Tenancy Tribunal and appointed Patricia Sheehy Skeffington, Aidan Brennan and John Tiernan as Tribunal members pursuant to Section 102 and 103 of the Act and appointed Patricia Sheehy Skeffington 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 17 July 2014 the Tribunal convened a hearing at Committee Room 1, Cork City Council, City Hall, Anglesea Street, Cork.

## **2. Documents Submitted Prior to the Hearing Included:**

1. PRTB File

## **3. Documents Submitted at the Hearing Included:**

Both parties submitted further documents at the Tribunal hearing, which were admitted on consent and after each party had had the opportunity to review the newly submitted documents. These documents comprised:

- Email correspondence between Respondent Tenant and Threshold; forwarding communications from the Appellant Landlord to Threshold of May 2014; emails between the Respondent Tenant and Threshold in respect of drafting a letter; the letter from Threshold to the Appellant Landlord of 20 May 2014;
- Bank slip copy of payment in sum of €1,040 to Grainne Cahill on 5 April 2013;
- Withdrawal slip from AIB Cobh for the sum of €1041.90;
- Summary sheet setting out terms of tenancy;
- Handwritten letter from Gerard John Guilfoyle;
- Email from Ashlie Cipriano to the Appellant Landlord of 16 July 2014;
- Letter from Ashlie Cipriano of 18 March 2014;
- Two letters from Alice O'Connor, 18 March 2014;
- Letter from Dr Grainne Cahill, 18 March 2014.

## **4. Procedure:**

The Chairperson asked the Parties to identify themselves and to identify in what capacity they were attending the Tribunal. The Chairperson confirmed with the Parties that they had received the relevant papers from the PRTB in relation to the case and that they had received the PRTB document entitled "Tribunal Procedures".

The Chairperson explained the procedure which would be followed; that the Tribunal was a formal procedure but that it would be held in as informal a manner as was possible; that the person who appealed (the Appellant Landlord in this case) would be invited to present his case first; that there would be an opportunity for cross-examination by the Respondent Tenant; that the Respondent Tenant would then be invited to present his case, and that there would be an opportunity for cross-examination by the Appellant Landlord. The Chairperson explained that following this, both parties would be given an opportunity to make a final submission. She clarified that albeit the Tribunal could have regard to the Adjudicator's report, it was not bound by it and that the Tribunal was a fresh re-hearing of the matter.

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

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 (pursuant to section 123(3) of the Residential Tenancies Act, 2004, hereafter referred to as the RTA).

The Chairperson also informed the parties that if it seemed that they might be able to resolve their dispute by agreement, the Tribunal would facilitate any such negotiations.

The Parties were then sworn in.

## **5. Submissions of the Parties:**

The parties agreed that the matters which were in issue comprised:

- a) whether the Respondent Tenant was in breach of his obligation to behave in a manner which was not anti-social in, or in the vicinity of, the dwelling;
- b) Whether a Notice of Termination served 12 November 2013 by the Appellant Landlord on the Respondent Tenant was valid, and whether the Respondent Tenant was overholding
- c) Whether the Appellant Landlord was in breach of his obligations in respect of the standard and maintenance of the dwelling.
- d) The parties by mutual consent expressly agreed that the Tribunal should also determine whether the Appellant Landlord had justifiably withheld a deposit, despite the fact that this matter had not formed part of the original application.

The parties gave evidence and submissions as follows

- a) Whether the Respondent Tenant was in breach of his obligation to behave in a manner which was not anti-social in, or in the vicinity of, the dwelling;

The Respondent Landlord stated that in or around October 2013 his father told him of a complaint in respect of unacceptable behaviour by the Respondent Tenant. He said that his father had been told by a neighbouring tenant of another apartment in the same block, of which the Appellant Landlord was also the landlord, that the Respondent Tenant had harassed her. The Appellant Landlord stated that he contacted the neighbouring tenant concerned and that she told him that the Respondent Tenant had made sexual advances to her which she rebuffed, after which his behaviour turned threatening and aggressive.

He said that this tenant said that she had initially got on well with the Respondent Tenant and had joined him for dinner after which he had made the unwanted advance. The Appellant Landlord said that she had told him that she had temporarily mended relations with the Respondent Tenant but that two weeks later a similar incident occurred had arisen. The Appellant Landlord characterised this tenant as soft spoken and said that she had first attributed the experience to cultural differences, however after the second occurrence the Respondent Tenant had started shouting at her and knocking loudly on her door during the night on what she saw as a pretext of a complaint about her dogs.

The Appellant Landlord said that this neighbouring tenant was reluctant to follow through on any gardai involvement as she did not want to be involved in a Court process. He referred to letters on the case file, and a similar letter submitted on the day of the hearing, in which this tenant set out her version of events. In these letters this tenant wrote that the Respondent Tenant had pounded on her door in the small hours of the morning complaining about noise made by her dogs and the mess that they created, which charges she denied but she wrote that she behaved in a placatory manner. She wrote

that she cleaned a shared garden in which it was alleged her dogs had fouled although she denied that they had done so. She wrote that the Respondent Tenant was 'constantly' knocking at her door at night time and that he would intercept her, when she took her dogs out, to complain about her. She expressed fear of him. In an email written the day prior to the hearing, this tenant related the events again and additionally wrote that dogs had barked in her apartment in response to hammering on the door; that she had engaged cleaners for the stairs to ease the situation; that the Respondent Tenant would slam his apartment door to start her dogs barking. She wrote that upon contacting the gardai they told her they could do nothing if the Respondent Tenant had not touched her which she wrote she feared he might, but did not happen. She wrote that she suffered anxiety over this episode and was on medication and in therapy. She wrote that she was unwilling to retell this version of events in front of the man who she stated 'emotionally abused' her and thus would not be present at the hearing.

The Appellant Landlord said that prior to sending the Notice of Termination he spoke to this neighbouring tenant, her boyfriend (who he said had told him that he had once witnessed the banging on the door) and his own father and he believed the accounts he heard and thus felt obliged to take steps to ensure that a woman who was on her own in an apartment was not harassed by other people living in the vicinity. He said that the allegedly offended tenant had told him that a particularly derogatory phrase was used by the Respondent Tenant on a number of occasions to her and that she was upset and afraid. Replying to a question from the Tribunal he confirmed that he had not contacted the Respondent Tenant in respect of these complaints prior to serving the Notice of Termination.

The Appellant Landlord said that he had agreed that neighbouring tenant of the other dwelling could keep dogs as long as she kept them clean and did not disturb other people. He said that he had not heard the dogs barking and had no problem with her dogs.

The Respondent Tenant refuted entirely that he had acted in a manner which was anti-social and said that he had a serious problem with the allegations and that they were slanderous. He said that he had been friendly with the neighbouring tenant in question initially and had lent her pans and had welcomed her and invited her for food. However he explained that their relationship soured when she failed to clean up after her dogs and allowed them to make noise at night which scared his daughter. He denied ever having made any form of sexual advance towards her and said this allegation was slanderous. He said that he did not socialise with this neighbouring tenant and that in the latter period of the tenancy their interactions were about the dogs and a communal vacuum cleaner which he said she had used to clean up dog dirt. The Respondent Tenant highlighted an inconsistency in this neighbouring tenant's letters, being that she only referred to one dog in her earlier letter whereas she referred to her two dogs in her later one as submitted to the Tribunal.

The Respondent Tenant agreed that he was annoyed about the dogs. He said that they made noise at night and could be heard barking from the pub across the road. He said that at night the sound of their claws on the floor above could be heard and it was above his daughter's bedroom which scared her and disturbed her sleep. He said that there was constant noise and odour from them.

He said that the tenant in question had allowed these dogs to foul the common area and on one occasion during a family visit his brother in law had got excrement on the side of

his shoe in the common garden which had then transferred into his dwelling, causing much distress to his sister in particular. He said that his daughter was afraid of the dogs and began to refuse to visit him which he said upset him greatly. He said that he complained to the neighbouring tenant in question but she ignored his complaints. The Respondent Tenant said that he had banged on this neighbouring tenant's door approximately eight times over the dogs issue and accepted that there was one occasion when he had knocked on her door in the middle of the night but he said that this was when the dogs were making noise and disturbing his sleep. He said that he was very annoyed by this. The Respondent Tenant said that he had been in constant contact with the Appellant Landlord's father (who he said he thought was the landlord) and who promised him that he would sort out the problem but that it was not resolved.

The Respondent Tenant referred to an occasion when the neighbouring tenant went away for a week and left the dogs unattended in her apartment and that the dogs were continually barking. He said that the ISPCA were called to the neighbouring tenant's apartment at the time. In her letter to the Tribunal the neighbouring tenant referred to this incident and said that she had arranged for a friend to call to tend to the dogs during her absence. However she said that she would not adopt that particular strategy in future

b) Whether a Notice of Termination served 5th November 2013 by the Appellant Landlord on the Respondent Tenant was valid, and whether the Respondent Tenant was overholding

The Appellant Landlord said that he had served a seven-day Notice of Termination because the neighbouring tenant in the apartment block had felt unsafe and he regarded the situation as serious enough to warrant the shorter notice period. He said he thought that the termination of the tenancy should be immediate.

The Respondent Tenant said that he had always paid his rent on time despite the problems he had had with the Appellant Landlord, being the issues with the other tenant and the repairs required. He said that he had a year-long lease which expired on 4 April 2014. He strenuously refuted the allegations of anti-social behaviour. He queried whether the Appellant Landlord was the correct party to serve the Notice of Termination in circumstances in which he had been shown the dwelling initially by a John Frenett (the Appellant Landlord's father) and had dealt with him throughout the tenancy. The Tribunal asked him to comment on an email which he had responded to from the Appellant Landlord early in the tenancy in which his dealings with 'John' (the Appellant Landlord's father) were mentioned and the terms of the tenancy were confirmed. He said that he was not clear who he was dealing with throughout the tenancy.

c) Whether the Appellant Landlord was in breach of his obligations in respect of the standard and maintenance of the dwelling.

The Appellant Landlord said that when problems in the dwelling were notified to him he dealt with them as soon as possible. However he said that in respect of the problem with a leak, the Respondent Tenant had not allowed a plumber to be present while he was not in the dwelling and that this had delayed a repair. He refuted the Respondent Tenant's claim that he had been without water for months as it would have impacted on the dental surgery below. He said that the plumber had told him that he had advised the Respondent Tenant that he could turn the main tap off as a precaution when he was out but could turn it back on when he was in the dwelling and on this basis he refuted the level of disturbance the Respondent Tenant claimed. He said that the timeline was that a

handyman dealt with the leak initially, after which a plumber called within three to five days, but that this plumber needed to return and was hindered from accessing the dwelling by the Respondent Tenant not being present and as such the repair was ultimately effected a week or nine days later.

He said that he had paid for the cleaning of a duvet and carpet after they had become soiled by dog dirt, although he said that he did not deem himself responsible for this. He said that he did this for good relations.

He said that the issue with broken chairs and a sideboard were not reported to him and as such he had not been in a position to deal with them. He said that his father may have taken away a few chairs but that he was not aware of the full details as there were some things that his father attended to and did not tell him about.

In respect of the washer/drier, the Appellant Landlord said that initially the Respondent Tenant had simply asked for a manual to operate it and that the Respondent Tenant had refused to pull the machine out from the wall to ascertain its serial number.. He said that he did not understand how the problem had only arisen in September or October 2013 when the tenancy had commenced in April 2013. He said that as the problem had arisen with the neighbouring tenant (in respect of the alleged anti-social behaviour) this issue was put on hold. However he said that the machine was not broken and it was now in use in another apartment in the building. He said that a technician had called who had confirmed that there was no problem with the machine. He said that he had not shown the Respondent Tenant how to use each machine at the beginning of the tenancy as he expected that he knew how to use such appliances.

The Respondent Tenant said that the chairs had broken because they had been weakly glued together. He said that when he told the Appellant Landlord's father about this he had removed three chairs from the dwelling.

The Respondent Tenant said that the sideboard was not appropriately fixed to the wall and had nearly come down on top of his daughter when she had climbed to reach something on it. He said that at this point he noticed that its legs had been repaired using wooden cooking spoons. He said that he had reported this to the Appellant Landlord's father in late August or early September 2013 but that nothing was done about it. He said that it was in November 2013 that a maintenance person had appropriately bracketed it to the wall.

The Respondent Tenant said that he had found the hot water immersion to be gushing water one morning in around late September or early October when he was on the way to work. He said that he had used his towels and duvets to mop up the leak and that the Appellant Landlord's father had thanked him for his actions as the dental surgery below would have been impacted otherwise. He said that the issue was first remediated by a handyman who turned off the water which stopped the flow, but he said that had he turned the tap back on it would have gushed again. He said that this workman told him that the whole unit was corroded and needed to be replaced and refuted that he could turn on the valve while in the dwelling as he said this would allow the uncontrolled flow of the water again. The Respondent Tenant said that as a result he was left with no drinking water for around three and a half weeks, during which time he was away working for five days. He said that this had occurred in October but was fixed by 4 November 2013. The Respondent Tenant said that the first person had called to repair the leak on around 2 or 3 October and that the issue had presented around a week before that. The Respondent

Tenant was questioned on the inconsistencies in his time lines and he said that during the time the water was off he was both away for work and visiting friends at weekends. The Appellant Landlord in cross examination confirmed with the Respondent Tenant that the water problem had arisen in late September or early October and then highlighted a text from the Respondent Tenant of 18 October (in the case file) which agreed that the water issue had been resolved at that point.

In relation to the dogs, the Respondent Tenant said that he had been promised a month's rent to compensate for the soiling of his carpets and duvet and the water issue but had only been given €400. He said that the Appellant Landlord's father said that he would receive the full amount but that he did not. The Respondent Tenant replied to a question from the Tribunal as to whether a month's rent would have sufficed to compensate him for all of his issues with the dwelling: he replied that if it had not been for the issue with the dogs, it would have sufficed.

He was questioned as to how he held the Appellant Landlord responsible for the dog of another resident of the apartment block. He said that the Appellant Landlord had allowed her to move in with the dogs and had not ensured that in doing so the other tenants in the apartment block would not be disturbed or impacted. He said that he had had to share a vacuum cleaner with his neighbouring tenant for a portion of his tenancy and he said the vacuum had been used to clean up dog excrement. He agreed that he was supplied with a vacuum cleaner for the sole use of the dwelling at a later date.

(d) Whether the Appellant Landlord had justifiably withheld a deposit

The Appellant Landlord said that the Respondent Tenant was due to vacate the dwelling on Friday 5 April 2014 and that his father had inspected the dwelling on that day and found it to be satisfactory. He said that the Respondent Tenant then asked for his deposit to be returned in cash and that he had spoken to him on the telephone and stated that he was not in a position to do this, but that he would furnish a cheque. He said that the Respondent Tenant demanded cash immediately and that in order to get rid of him as his behaviour was aggressive his father said that he would get the cash, but the Appellant Landlord said that he later told the Respondent Tenant on the telephone that he would get his deposit by the normal channels, being bank transfer, in due course. He said that when the Respondent Tenant was not given his deposit he stayed in the dwelling for the weekend and returned the key on the Monday evening.

The Appellant Landlord stated that on 18 April 2014 he went to the dwelling and that this was the first access to it since the Respondent Tenant had vacated it. He said that he found that the telephone intercom had been smashed and that a facing panel from the kitchen presses had come away and that crockery was found broken in boxes on top of the kitchen presses. He said that the monies withheld from the deposit were for the three day's overholding (which in a submitted email was priced at €55.56), the cost of repair to the intercom in the sum of €150. He said that no receipts were available for this as the work had not been done as yet. He said that he returned the deposit when he was furnished with bank details into which to transfer the monies in May 2014 which he said he had asked for previously.

The Respondent Tenant said that he had waited for the Appellant Landlord's father to conduct the inspection, which he had arranged to do at 11am but had eventually arrived at approximately 4pm. He said that the Appellant Landlord's father had said that all was fine with the dwelling and that he would return with a bank draft for the deposit in half an

hour. He said that the Appellant Landlord's father did not return and that he did not come back. He referred to a letter from a friend to whom he was giving a lift on that day which referred to the Respondent Tenant having to wait for the Appellant Landlord's father to return with the bank draft.

He said that he was annoyed that the Appellant Landlord's father did not return but that he did not re-enter or damage anything in the dwelling. He said that the intercom was in perfect working order when he had left; that the part of the kitchen units had been damaged by the Appellant Landlord's workmen when they were putting a new filter in for the extractor fan, and that the crockery was broken and in boxes under the sink when he had arrived at the dwelling and that he had simply moved it to the top of the presses in order that the plumber could get access. He said that he had used his own cutlery and crockery while residing in the dwelling and had had to give some pots from the dwelling to the neighbouring tenant.

The Respondent Tenant on being questioned in relation to the point said that on the Monday evening when he returned, he simply let himself in to leave the keys on the sideboard but that he did not touch anything in the dwelling.

The Respondent Tenant said that he was relying on the deposit to pass on to his new landlord and that he had left the dwelling clean and had expected to get his deposit back. He said that he was put in a very awkward situation and had to borrow money from his sister for his new landlord. He said that he was in constant contact with the Appellant Landlord in respect of the deposit and heard nothing until 18 April 2014. He said that he received €317.77 from his deposit on 26 May 2014.

## **6. Matters Agreed Between the Parties**

- (a) The tenancy commenced on 5 April 2013 and was a fixed term tenancy for one year;
- (b) The monthly rent was €563.33;
- (c) A deposit in the sum of €563.33 was paid to the Appellant Landlord of which €317.77 was returned to the Respondent Tenant on 26 May 2014;
- (d) The Respondent Tenant no longer resides in the dwelling.

## **7. Findings and Reasons:**

Finding One:

The allegation made by the Appellant Landlord in respect of anti-social behaviour on the part of the Respondent Tenant is not upheld.

Reasons:

1. The Appellant Landlord wholly relied on written statements of a third party, and letters corroborating certain behaviour type, in order to bolster claims of an extremely serious allegation of anti-social behaviour. None of the authors of the emails or correspondence were available to the Tribunal which deprived the Tribunal of the opportunity to fully test the evidence. Where allegations are made, the Respondent to them must have the opportunity to test their evidential basis, particularly where the allegations are of a serious nature.



2. The sworn testimony of the Respondent Tenant, who was available to cross examination was frank about having become angered in respect of the dogs issue, must be given greater evidential weight than the written submissions of a third party who was not present. While it is clear that a deterioration of relations between residents of an apartment block arose, it has not been established that the Respondent Tenant's responses amounted to anti-social behaviour on the part of the Respondent Tenant.

#### Finding Two:

The Notice of Termination served on the Respondent Tenant by the Appellant Landlord Tenant on 5 November 2013 is invalid.

#### Reasons:

1. The reason underlying the Notice of Termination, which gave 7-days' notice to give up vacant possession of the dwelling, was in respect of anti-social behaviour.
2. The Tribunal considers that Anti-social behaviour has not been established in this case. Furthermore, a 7-day notice is reserved for the most serious types of anti-social behaviour. While the Tribunal accepts that the Appellant Landlord was informed of allegations of anti-social behaviour, it finds in the circumstances of this case that it was improper to serve a 7-day Notice without having first heard the side of the party accused of the alleged anti-social behaviour.
3. However the Tribunal does not find that this wrongful serving of the Notice of Termination warrants an award of damages given that the Respondent Tenant remained in residence at the dwelling for a further five months, until the end of his lease.

#### Finding Three:

The Appellant Landlord was in breach of his obligations to maintain the standard of the dwelling in respect of the non replacement of three chairs which broke during the course of the tenancy.

#### Reasons:

1. A landlord has an obligation to effect repairs and replacement of fittings to the same standard as at the commencement of the tenancy: section 12(1)(b) of the Act.
2. The Respondent Tenant gave unrefuted evidence that a number of chairs were defective and had broken and also that a sideboard required repair. He also gave unrefuted evidence that the Appellant Landlord's father, acting as the Appellant Landlord's agent, removed three of the chairs and did not effect the repair of the sideboard until November 2013. However the Respondent Tenant did not evince any evidence as to how this inconvenienced him and as such no damages are awarded in this regard.
3. In respect of the water and leakage problems, insufficient evidence was adduced to find on the balance of probabilities that the Appellant Landlord failed in his obligation to effect the repair in circumstances in which the evidence for the lengthier timeline for the repair contended for by the Respondent Tenant was inconsistent and uncertain.
4. The Tribunal does not find that the damage caused by a third party's dog(s) can be properly attributed to the Appellant Landlord in the circumstances of this case. While it is possible for a third party to bring a case for dispute resolution to the PRTB for failure of a landlord to enforce a tenant's obligations, this was not the procedure availed of in this

case. As such the third party was not available in order that questions be put to her in respect of her obligations under a tenancy agreement and therefore no finding is made in this regard. The Tribunal notes that compensation in the sum of €400 was paid to the Respondent Tenant by the Appellant landlord's father in respect of this alleged incident.

#### Finding Four:

The Respondent Tenant over-held the tenancy for a period of three days and therefore owes three day's rent at €55.56.

#### Reasons

1. The parties both gave evidence that the Respondent Tenant returned the key to the dwelling three days after the termination of the tenancy. Thus three days' rent fell due and owing.
2. Three days' rent is calculated by multiplying the monthly rent (€563.33) by twelve, dividing that sum (€6,759.96) by 365 to give a daily rate of €18.52, which multiplied by 3 is €55.56.

#### Finding Five:

The claim of damage in excess of normal wear and tear is not upheld.

#### Reasons

1. The Appellant Landlord did not adduce any evidence of the broken items' condition prior to the tenancy, nor did he adduce any evidence of the damage by way of photographs or invoices for repairs after the tenancy. As such he did not discharge the burden of proof on the balance of probabilities that the damage done was attributable to the Respondent Tenant or that it had occurred during the course of the tenancy.

#### Finding Six:

The Appellant Landlord unjustifiably withheld the whole of the deposit until 26 May 2014 and unjustifiably withheld €191 thereafter. The Tribunal awards the Respondent Tenant €150 in damages for the inconvenience suffered.

#### Reasons:

1. It is common case that the Appellant Landlord retained the whole of the deposit until 26 May 2013 and then returned €317.17, retaining €246.16 of the total deposit of €563.33.
2. A landlord has an obligation to promptly return a deposit save where rent arrears or damage in excess of normal wear and tear arise: section 12(4) of the Act. In this case rent arrears in the sum of €55.56 arose, thus the Appellant Landlord was justified in retaining that sum from the deposit but still unjustifiably retained €190.60 of it.
3. The Tribunal does not accept that the delay in returning the deposit is excusable in circumstances whereby the inspection was arranged on a particular day and the final inspection took place some weeks later. As the onus is on the landlord to return a deposit promptly at the end of a tenancy, the Appellant Landlord had an obligation to ensure that the means by which a full inspection and effective and prompt return of the deposit could have been unambiguously provided for on the same day.
4. The Tribunal accepts that the non return of the deposit caused the Respondent Tenant inconvenience and distress, for which it awards €75 in damages.

**8. Determination:**

**Tribunal Reference TR0414-000616**

**In the matter of Jean-Paul Frenett (Landlord) and Martin Dunne (Tenant) the Tribunal in accordance with section 108(1) of the Residential Tenancies Act 2004, determines that:**

The Appellant Landlord shall pay the Respondent Tenant €265.60 within 14 days of the date of issue of this Order, being the unjustifiably withheld portion of €190.60 of a security deposit of €563.33 plus damages in the sum of €75 in damages arising from the consequences of the breach of his obligation to promptly return the deposit under section 12(4) of the Act in respect of the tenancy at Apartment 3, 5 Casement Square, Cobh, County Cork.

The Tribunal hereby notifies the Private Residential Tenancies Board of this Determination made on 01/08/2014.

**Signed:**



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**Patricia Sheehy Skeffington Chairperson**

For and on behalf of the Tribunal.