**Private Residential Tenancies Board**

## RESIDENTIAL TENANCIES ACT 2004

**Report of Tribunal Reference No: TR0415-001113 / Case Ref No: 0115-16104**

**Appellant Landlord:** Sean Whyte, Patricia Whyte

**Respondent Tenant:** Aedin O Dea

**Address of Rented Dwelling:** 17 Courthill Drive, Dunboyne , Meath, A86FT86

**Tribunal:** John Tiernan (Chairperson)

Nesta Kelly, Suzy Quirke

**Venue:** Tribunal Room, Floor 2, O'Connell Bridge House, D'Olier Street, Dublin 2

**Date & time of Hearing:** 20 July 2015 at 2:30

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| **Attendees:** | Sean Whyte, Appellant Landlord  Aedin O’Dea Respondent Tenant  Conor O'Reilly, Co-Tenant and Witness on behalf of Respondent Tenant  Tony O Dea, Witness on behalf of Respondent Tenant. |
| **In Attendance:** | Gwen Malone Stenographers |

**1. Background:**

On 9 January the Tenant 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 24 February 2015. The Adjudicator determined that:

1. The tenancy was unlawfully terminated in breach of Section 58 of the Act.

2. The Respondent Landlord shall pay the total sum of €4901.37 to the Applicant Tenants, at the rate of €500 per calendar month for 9 consecutive months, on the 28th day of each month, followed by a final payment of €401.37 on the 28th day of the 10th month, commencing the next month after the issue of the Order. This sum comprises €901.37 being the unjustifiably retained portion of the €1000 security deposit, having deducted the sum of €98.63 for rent arrears, plus €4000 in damages for breach of Section 58 of the Act, in respect of the tenancy of the dwelling at 17 Courthill Drive, Dunboyne, Co. Meath.

3. 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 €500 made by the Respondent Landlord to the Applicant Tenants on each due date until the sum of €4901.37 has been paid in full.

4. For the avoidance of doubt any default in the payment of the monthly instalments of €500 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 Tenants.

Subsequently the following appeal was received by the Landlord on 08 April 2015. The grounds of the appeal were; Deposit retention, Standard and maintenance of dwelling, Damage in excess of normal wear and tear, Breach of tenant obligations, Breach of fixed term lease ; the appeal was approved by the Board on 28 April 2015.

The PRTB constituted a Tenancy Tribunal and appointed John Tiernan, Nesta Kelly, Suzy Quirke as Tribunal members pursuant to Section 102 and 103 of the Act and appointed John Tiernan to be the chairperson of the Tribunal (“the Chairperson”).

On 19 June 2015 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 July 2015 the Tribunal convened a hearing at Tribunal Room, Floor 2, O'Connell Bridge House, D'Olier Street, Dublin 2.

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

* 1. PRTB File

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

1) Letter from An Garda Siochana submitted by the Appellant Landlord.

2) Invoice from Munster Joinery in respect of PVC Door Unit submitted by the Appellant Landlord.

**4. Procedure:**

The Chairperson asked the Parties present and their witnesses to identify themselves and to identify in what capacity they were attending the Tribunal. He 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”. He explained the procedure which would be followed; that the Tribunal was a formal procedure but that it would be conducted in a manner that would be as informal as was possible. He said that members of the Tribunal might ask questions of both Parties from time to time.

The Chairperson explained to the parties that in the event that agreement is reached between them the terms of any such agreement can be incorporated in to a determination of the Tribunal and thus become enforceable through the Courts.

He stressed that all evidence would be taken on oath and be recorded by the official stenographer present and he reminded the Parties 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.

He 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 enforced by either of the Parties or in some cases by the Board of the PRTB at its discretion. He also advised the parties that the Tribunal process was the final step in the dispute resolution process unless appealed to the High Court on a point of law only [reference section 123(3) of the 2004 Act].

He asked the Parties if they had any queries about the procedure. There were none.

The parties intending to give evidence were sworn in.

The Appellant Landlord confirmed to the Tribunal that he had full authority to act on behalf of his spouse Ms Patricia Whyte who is a joint Appellant Landlord in the matters before the Tribunal. In reading this this report a reference to the Appellant Landlord should be taken to refer to the Appellant Landlord in attendance at the Tribunal Hearing acting in his capacity on behalf of both named Appellant Landlords.

It is also noted that though the original application for dispute resolution was submitted by the first named Respondent Tenant Ms Aedín O Dea alone her partner and co-tenant Mr Conor O’Reilly whose signature is on the lease agreement in respect of the tenancy also participated fully at the Adjudication Hearing and at the Tribunal Hearing and is deemed to be a co-tenant and co-party to the dispute.

**5. Submissions of the Parties:**

The Tribunal informed the parties that it had no jurisdiction and could not make findings in regard to any matters relating to alleged actions of members of An Garda Síochána concerning which it was apparent from the documents submitted that a complaint had been lodged with the Garda Ombudsman’s Commission. The parties were advised that the Tribunal would only consider matters of such evidence in so far as it may impinge on the conduct of the tenancy and the obligations of the parties under the provisions of the Residential Tenancies Act.

The Appellant Landlord’s Case:

The Appellant Landlord said that he had been very satisfied to secure the Respondent Tenants for the occupancy of the Dwelling and felt that they fitted in very well with neighbours in the housing estate. He said that he had agreed to the monthly rent of €1,000, which he believed was below the going rate, on the basis that the Respondent Tenants signed a two year lease agreement. He said that he had originally advertised the monthly rent at €1,100. He confirmed to the Tribunal that it was not part of the written agreement that in the event that the 2 year tenancy was not completed the rent would revert to €1,100 per month.

He said that on the Monday prior to the Respondent Tenants’ vacation of the dwelling the first named Respondent Tenant rang him to daw his attention to a problem with mould and damp in the dwelling. He said that this was the first mention of such a problem in the dwelling. He gave evidence that he called to the dwelling on same that evening and carried out a joint inspection of the various locations where mould was evident in the company of the first named Respondent Tenant. He said that he advised the first named Respondent Tenant that she needed to manage the ventilation of the dwelling by opening windows regularly for a short period in the mornings or evenings and to wipe down any black dots of mould that appear. He described how one area of mould was on the wall under a window where a couch had been placed against the wall and where the curtain was also tightly tucked in behind it. He said that the most pronounced area of mould growth was in the bathroom which is tiled from floor to ceiling and has an extractor fan. He said that the mould was on the ceiling and walls and that it was particularly evident in the grouting between the tiles.

The Appellant Landlord said that the second named Respondent Tenant rang him on Friday 21st November 2014 and gave one month’s verbal notice of his intention to vacate the tenancy and told him that he could take the rent for the final month out of the security deposit. He said that he explained to him that he could not do that as it was specifically prohibited in the tenancy agreement and because the security deposit is for other purposes. He said that the second named Respondent Tenant asked him for the details of his postal address which he gave to him even though he said the Respondent Tenants were already aware of that and he said that the second named Respondent Tenant told him that he would send on his written notice of termination in the post.

The Appellant Landlord gave evidence that subsequently on 29th November 2014 he received a letter from the Respondent Tenants purporting to terminate the tenancy. He said that this was 8 days after the telephone call of 21st November 2014 and 6 days after they had vacated on 23rd November 2014. He adduced the envelope in which the said Notice of Termination had been delivered to his address showing a post mark dated 27th November 2014. He said that he did not receive any earlier written Notice of Termination as stated by the first named Respondent Tenant to have been posted on 21st November 2014.

The Appellant Landlord said that on Sunday 23rd November 2014 he called to the dwelling because he became suspicious that the Respondent Tenants may be vacating the dwelling and said that when he arrived they were in the course of moving their belongings from the dwelling. He said that there were a number of persons in attendance with the Respondent Tenants. He said that he rang his daughter who is a member of An Garda Síochána but was off duty at the time for advice. He gave evidence that she came to the dwelling to assist him. He said that other Gardaí also came to the dwelling having been called by the Respondent Tenants. He gave evidence of an argument between the parties during which he was asked to leave the dwelling which he did. He said that the Respondent Tenants left the dwelling on that day but had made an arrangement to return the keys on the following day. He said that the keys were not returned as arranged on the following day but that he did find them in the dwelling. He said that a second set of keys were never returned.

The Appellant Landlord said that following the vacation of the tenancy by the Respondent Tenants he re-advertised the dwelling and managed to re-let it on 10th December 2014. He said that he is claiming for the loss of rent from 21st November 2014 to the date of re-letting.

The Appellant Landlord gave evidence in regard to a number of items of damage in excess of normal wear and tear and items that were missing from the dwelling at the end of the tenancy for which he wished to claim compensation.

These comprised of:

1) The kitchen mixer tap: This he said was broken and needed replacement at a cost of €70

2) A smoke alarm: He said that he found this discarded in a broken condition and that its replacement cost is €7.

3) A single bed: He said that this timber framed bed was broken in a manner that was not repairable and that its replacement cost is €120.

4) A large vase: He said that this had been positioned in front of the fireplace and was broken in the course of the tenancy. He said that the replacement cost is €70.

5) A window blind: He said that this was missing at the end of the tenancy and that its replacement cost is €90.

6) A missing conservatory couch: He gave evidence that there was a couch in the conservatory that was missing at the end of the tenancy and that the replacement cost of this is €300.

7) A conservatory chair: He said that during the course of the tenancy the Respondent Tenants had removed some furniture to the garden shed and in so doing damaged an armchair beyond repair. He said that its replacement cost is €180.

8) General cleaning of the dwelling and painting for which he wished to claim €1,130 as well as the cost of re-registration of the tenancy.

The Respondent Tenants’ Case:

The second named Respondent Tenant said that he rang the Appellant Landlord on 21st November 2014 and gave one month’s verbal notice of his intention to vacate the tenancy because of the mould problem. He told the Tribunal that he did not consider the dwelling fit for purpose and that despite his own and his partner’s efforts in attempting to remove the mould they were unsuccessful and they feared for the health of their infant daughter. He said that because he feared that the Appellant Landlord would not return the security deposit he told him that he would not be paying rent for the final month and that he should take it out of the security deposit and that an argument ensued over the phone. He said that he told the Appellant Landlord that his written notice would be in the post.

The first named Respondent Tenant said that she posted a termination notice on that day but when questioned she said that she was uncertain that the correct address was on it. She said that some days later she posted a second copy of the same notice of termination to the Appellant Landlord. When questioned as to what had prompted her to post the repeat notice she said that she had had some doubts regarding the Appellant Landlord’s address.

The second named Respondent Tenant said that he needed the rent money for the deposit on the new dwelling they had decided to secure following the attitude displayed by the Appellant Landlord in regard to the mould problem. The first named Respondent Tenant said that she had paid the deposit in respect of the new dwelling that morning and that they had received the keys.

The second named Respondent Tenant said that they had started packing up their belongings and moving them to the new dwelling on Sunday 23rd November 2014 and that a number of family members had come to the dwelling to assist with the packing. He said that there were five adult men gathered in the dwelling on that afternoon. He said that the Appellant Landlord arrived and became aggressive about the payment of the rent. He alleged that the Appellant Landlord had threatened him saying that he would ‘rip the eyes out of his head’ and that he could make their two cars disappear if the rent was not paid.

The second named Respondent Tenant gave evidence of a number of persons who had called to the dwelling on the date of their departure, some of whom were family members of and relatives of the Appellant Landlord as well as being members of An Garda Síochána. He said that the actions of these persons had increased the level of intimidation upon himself and his partner to vacate the dwelling. He said that he had also called the Gardaí separately and that a squad car arrived. He said that a formal complaint has been lodged to the Garda Ombudsman’s Commission in regard to these engagements. The witness on behalf of the Respondent Tenants who was present at the dwelling to assist them on the date of vacation corroborated the evidence of the Respondent Tenants in regard to the events on the day.

The second named Respondent Tenant said that they first reported the mould problem in the dwelling to the Appellant Landlord about 2 weeks prior to the date on which they vacated on 23rd November 2014. He agreed that the Appellant Landlord had attended the dwelling on that evening. He said that in the mornings there would be condensation water on the windows and streaming down the wall. When asked what he thought was the source of the mould in the dwelling, the second named Respondent Tenant said that he was not an expert in that area but mentioned that he had considered the possibility of a burst pipe under the floor.

The Respondent Tenants responded to and contradicted the claims for items of damage in excess of normal wear and tear and items allegedly missing from the dwelling for which the Appellant Landlord had claimed compensation as follows:

1) The kitchen mixer tap: This they said was in good working order throughout the course of their tenancy up to and including the day of departure.

2) A smoke alarm: They said that they had replaced the battery in this item but that it had ceased to function and that this was reported to the Appellant Landlord who had failed to attend to the matter.

3) A single bed: They gave evidence that they had not used the bed in the course of the tenancy and that there was no damage of which they were aware.

4) A large vase: They gave evidence that this item had been in a broken and poorly repaired condition at the commencement of the tenancy.

5) A window blind: They referred to the photographic evidence that they had submitted pertaining to the date of commencement of the tenancy and that these images showed the window in question without any blind.

6) A missing conservatory couch: They said that there had been no couch in the conservatory at the commencement of the tenancy.

7) A conservatory chair: They said that during the course of the tenancy they had carefully removed the conservatory chairs to the garden shed and in so doing had wrapped them in bubble wrap and denied any damage was caused.

8) General cleaning of the dwelling and painting: They gave evidence that they had cleaned the dwelling apart from the mould on vacation and had returned on the following day in order to ensure that a thorough job was done. They referred to the photographic evidence that they had submitted and said that that these images showed the high standard of cleaning they had undertaken.

In summary the second named Respondent Tenant said that he considered that following giving notice of termination to the Appellant Landlord on 21st November 2014 he and his partner were evicted from the dwelling due to their fear as a consequence of the Appellant Landlord’s intimidation and were seeking compensation for this. He said that even though they were vacating the dwelling on 23rd November 2014 they still had the right to the occupancy of same for the remainder of the rental month and that the intimidation on the part of the Appellant Landlord had deprived them of that right. He said that in the circumstances of having been effectively evicted them from the dwelling the Appellant Landlord should not be entitled to rent arrears and should be obliged to return their security deposit.

**6. Matters Agreed Between the Parties**

1) The tenancy commenced on 21st February 2014 under the terms of a written lease agreement for a two year term.

2) The monthly rent was €1,000.

3) The Respondent Tenant paid a security deposit of €1,000 which is still retained by the Appellant Landlord.

4) The tenancy ended on 23rd November 2014.

5) The dwelling is a two storey, three bedroom semi-detached house in a housing estate that was constructed in or about the early 1970’s.

**7. Findings and Reasons:**

Based upon the evidence provided and based on the balance of probabilities the Tribunal has made the following findings:

Finding No. 1

The Appellant Landlord did not unlawfully terminate the tenancy of the dwelling at 17 Courthill Drive, Dunboyne, Co Meath.

Reason(s):

Based upon the evidence presented by the Parties the Tribunal finds that the Respondent Tenants had decided upon vacating the dwelling on or before 23rd November 2014 and had sourced and paid for new accommodation before the Appellant Landlord arrived at the dwelling. Whereas the Tribunal considers that there was a breakdown in the relationship between the Parties in the final days at the conclusion of the tenancy, and that the Respondent Tenants have made allegations that they were intimidated thus creating a constructive termination, the Tribunal is more persuaded by the account of events as set out in his evidence by the Appellant Landlord that he did not do so.

The Tribunal accepts the evidence of the Respondent Tenants and their witness that the presence of a number of members of An Garda Síochána, some of whom were in attendance on foot of the Respondent Tenants’ own request, created in their account of and their perception of the unfolding events, a greater pressure upon them to vacate the dwelling. Nevertheless, the Tribunal notes that the Respondent Tenants had decided to vacate and were in the act of so doing prior to the arrival of the Appellant Landlord and of other persons at the dwelling on 23rd November 2014. It is also noted by the Tribunal that there was no evidence adduced by the Respondent Tenants that they had advised the Appellant Landlord in advance of their imminent vacation of the tenancy on that day prior to 23rd November 2014.

The Tribunal notes that the Respondent Tenants in their own evidence stated that following a joint inspection between the Appellant Landlord and the first named Respondent Tenant of mould growth in the dwelling in the week or two weeks leading up to the Respondent Tenants’ early vacation of the fixed term tenancy, and that in the course of that inspection the Appellant Landlord advised the first named Respondent Tenant that the mould growth was due to the Respondent Tenants’ mismanagement of the heat and ventilation within the dwelling and advised her on how to manage it. They did not accept that advice. The Tribunal has also taken account the evidence of the Respondent Tenants that in the aftermath of that inspection the Respondent Tenants began to source alternative accommodation and contrary to s.16(a) of the Act, unilaterally advised the Appellant Landlord on 21st November 2014 that they would not be paying the monthly rent due on that day, that they intended to vacate the fixed term tenancy at the end of the next rental month and that they told him that he was to utilise their security deposit to cover the rent for the final month.

Finding No. 2

The Appellant Landlord’s claim for damages in respect of a breach of tenant obligations under s.16(f) of the Act causing a deterioration in the condition the dwelling was in at the commencement of the tenancy in excess of that arising due to normal wear and tear is partly upheld. The Tribunal awards damages in respect of the consequences of such breach in the sum of €200 to be paid by the Respondent Tenants to the Appellant Landlord.

Reason(s):

The Tribunal rejects the claims made on the part of the Appellant Landlord in respect of

1) The kitchen tap

2) The smoke alarm

3) The single bed

4) The vase at the fireplace

5) The window blind

6) The chair in the conservatory

7) General dirty condition of the dwelling

on the basis that he did not adduce sufficient evidence to the Tribunal to establish such damage in excess of normal wear and tear and/or missing items. The Appellant Landlord did not adduce any clear descriptions of the items claimed nor did he adduce invoices or estimates or independent corroboration of such related costs. On his own evidence the Appellant Landlord did not offer the Respondent Tenants an opportunity of a joint inspection nor an opportunity to address any matters of such damage themselves.

The Tribunal accepts the evidence of the Appellant Landlord in respect of the conservatory couch on the basis that though its existence is denied by the Respondent Tenants a three piece suite in the conservatory as described by the Appellant Landlord is listed in the inventory accompanying the signed lease agreement in respect of the tenancy that was adduced in evidence. However apart from asserting its value to have been €300 the Appellant Landlord has not submitted any independent evidence in relation to the value or condition of same and the Tribunal awards the sum of €100 in damages to the Appellant Landlord in respect of the said conservatory couch.

The Tribunal accepts the evidence of the Appellant Landlord in regard to the presence of excessive mould in the dwelling at the end of the tenancy and accepts that its cause related to mismanagement of the heating and ventilation on the part of the Respondent Tenants. In this regard the Tribunal has taken account of the evidence of the Respondent Tenants that they had kept the dwelling heated and had on occasions dried their baby’s clothing on a clothes horse in the dwelling. Furthermore the lack of evidence on the part of the Appellant Tenants in respect of regular ventilation of the dwelling and their description of moisture on windows in the mornings was instructive. The Tribunal accepts the evidence of the Respondent Tenants supported by photographic evidence that they cleaned the dwelling thoroughly on vacation of the tenancy and returned on the 24th November 2014 to continue that operation leaving only the mould unattended. The Tribunal awards the sum of €100 in damages to the Appellant Landlord in respect of the extra cleaning required in relation to the mould in the dwelling.

Finding No. 3

The Respondent Tenants terminated the tenancy of the dwelling in a manner not in accordance with the provisions of the Act.

Reason(s):

The Tribunal has noted that the notice of termination that was issued by the Respondent Tenants was dated 21st November 2014 but post marked 27th November 2014 and was invalid. The notice does not comply with the requirements of s.62 c, f, g and s.64 of the Act.

The Tribunal accepts the evidence of the Appellant Landlord that the mould growth in the dwelling was caused by lack of appropriate ventilation and heating management in the dwelling on the part of the Respondent Tenants. The Tribunal accepts the evidence of the Appellant Landlord that the verbal communication relating to the problem of mould in the dwelling occurred on the Monday prior to Friday 21st November 2014 on which date the inspection and assessment was carried out. Furthermore it was common case amongst the parties that this constituted the first notification of such the Appellant Landlord. The Tribunal also considers that the Appellant Landlord responded appropriately to the notification he had received relating to the mould in the dwelling and attended at the dwelling on that same day. The Tribunal considers that the Respondent Tenants took precipitative action 4 days later by unilaterally informing the Appellant Landlord that they were not going to pay the rent that was due on 21st November 2014, that he should use their security deposit in lieu of that rent and that they were vacating the fixed term tenancy, which still had fifteen months to run, on the grounds that he had not attended to the mould issue. On their own evidence that Respondent Tenants said that they needed the rent money for their newly sourced accommodation.

Notwithstanding the Tribunals conclusion that the mould in the dwelling was due to mismanagement of the heating and ventilation in the dwelling the Tribunal considers that even in the case where their assessment of the mould issue was incorrect the Respondent Tenants did not comply with the provisions of s.68(3) of the Act by notifying the Appellant Landlord of the failure concerned in writing and failed to allow a reasonable time for the Appellant Landlord to remedy any such failure on his part.

Finding No. 4

The Respondent Tenants are in rent arrears in the total sum of €624.72 being rent from the 21st November 2014 up to and including 9th December 2014 being the day before the date on which the dwelling was re-let by the Appellant Landlords.

Reason(s):

The Respondent Tenant did not pay the monthly rent of €1,000 that fell due on 21st November 2014 and advised the Appellant Landlord unilaterally that he should use the security deposit to cover the rent due for the final monthly rent. This action constituted a breach of the Respondent Tenant’s obligations under s.16(a) of the Act.

Furthermore the Tribunal notes that the Respondent Tenant did not seek to re-assign the fixed term tenancy and choose instead to use the monthly rent due to the Appellant Landlords in respect of the tenancy to pay towards their newly sourced accommodation on the day they vacated the subject tenancy.

On 23rd November 2014 the Respondent Tenants vacated the fixed term tenancy at a time when it still had 14 months to run in a manner not in compliance with the provisions of s. 58 of the Act and the Appellant Landlord in mitigation of his potential losses re-let the tenancy on 10th December 2014. Therefore the Tribunal finds that the Appellant Landlord is entitled to retain that portion of the Appellant Tenants’ security deposit of €1,000 in accordance with the provisions of s,12(4) of the Act to cover the rent that was due in the intervening days.

In accordance with PRTB standard methodology the daily rate of rent is calculated as follows:

1) The monthly rent due in respect of the tenancy was €1,000

2) That equates to an annual rent of €12,000

3) The daily rent is then calculated as the annual rent divided by 365 = €12,000 ÷ 365

= €32.88

The amount due to the Appellant Landlord in respect of the 19 days from 21st November 2014 to 9th December 2014 inclusive is therefore €32.88 X 19 = €624.72

Finding No.5

The Tribunal finds that the Appellant Landlords’ claim for reimbursement of their €90 tenancy registration fee is partly upheld. The Tribunal awards damages of €56.25 in that regard.

Reason(s):

The Tribunal considers that following the termination of the tenancy after just 9 months of its expected duration of 24 months the Appellant Landlords were obliged to incur the added expense of a new tenancy registration which cost €90. The sum awarded is based upon a proportional amount in relation to the 9 months for which they had the value of the original registration out of the 24 months duration of the tenancy.

**8. Determination:**

**Tribunal Reference TR0415-001113**

**In the matter of Sean Whyte, Patricia Whyte (Landlord) and Aedin O Dea (Tenant) the Tribunal in accordance with section 108(1) of the Residential Tenancies Act 2004, determines that:**

Within 28 days of the date of issue of the Order by the Board the Appellant Landlords shall pay the total sum of €119.03 to the Respondent Tenants being the unjustifiably retained portion of the Respondent Tenant’s security deposit of €1,000 having deducted the sum of €624.72 in respect of rent arrears and €200 in respect of damage in excess of normal wear and tear and also having set off €56.25 of the balance of the security deposit against additional costs incurred by the Appellant Landlords as a consequence of the Respondent Tenant’s breach of obligation under the tenancy agreement in respect of the tenancy of the dwelling at 17 Courthill Drive, Dunboyne, Co. Meath.

The Tribunal hereby notifies the Private Residential Tenancies Board of this Determination made on 10/08/2015.

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| **Signed:** | \\v-1-hq-fs-01\HOME\Common\Signatures\TribunalMembers\John Tiernan.png |

**John Tiernan Chairperson**

For and on behalf of the Tribunal.