

## **Private Residential Tenancies Board**

### **Determination Order**

**Ref: TR0514-000627/DR1013-08502**

In the matter of Paul Boland [Appellant Landlord] and Michael McKay [Respondent Tenant] the Private Residential Tenancies Board, in accordance with section 121 of the Residential Tenancies Act 2004, determines that:

1. The Respondent Tenant shall pay the sum of €1,950 to the Appellant Landlord within 28 days of the date of issue of this Order being rent arrears of €2,000 plus damages in the sum of €750 for the consequences of the Respondent Tenant's breach of obligation in altering the dwelling without consent plus damages in the sum of €200 for the consequences of the Respondent Tenant's breach of his obligation in regard to placement of a lock on the gateway to the dwelling less damages in the sum of €1,000 for the consequences of the Appellant Landlord's breach of his obligation in failing to allow the Respondent Tenant enjoy peaceful occupation of the dwelling, in respect of the tenancy of the dwelling at The Lodge, Monaquill House, Nenagh, Tipperary.

2. The Respondent Tenant shall continue to pay rent at a rate of €500 per month on the date it falls due being the 14th Day of the each month unless this amount is lawfully varied until the tenancy has terminated.

3. The Appellant Landlord's claim for damages in respect of items of property allegedly missing from the sheds and the yard at the dwelling is not upheld.

4. Prior to the termination of the tenancy the Respondent Tenant shall erect a fence comprising of 75mm X 75mm X 2.65 metre long pointed and treated timber oak stakes set at 3.0 metre centres and with two strands of 2.5mm diameter galvanised wire to comply with I.S EN 10244-2 (Galvinised to Class A or B utilising Galfan alloy) along the left hand side of the driveway from the main entrance gates to the small paddock at the front of the dwelling-house for a distance of approximately 250 metres or thereabouts. All workmanship shall will comply with the provisions of Department of Agriculture, Food and the Marine Minimum Specification for Farm Fencing Ref; S 148 of 2014.

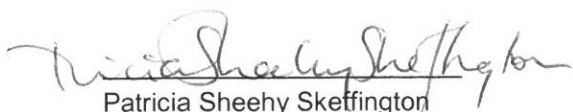
Alternatively the respondent Tenant shall compensate the Appellant Landlord in the sum of €1,250 in lieu of the replacement of said fence prior to vacation of the tenancy.

5. Prior to the termination of the tenancy the Respondent Tenant shall provide and erect a granite stone pier on the driveway to the dwelling as a replacement for the pier that has been damaged in the course of the tenancy. This stone pier shall match the existing pier on the opposite side of the driveway in dimensions and in composition in so far as practicable, Alternatively the Respondent Tenant shall compensate the Appellant Landlord in the sum of €400 in lieu of the replacement of said pier prior to vacation of the tenancy.

6. On termination of the tenancy the Appellant Landlord shall promptly repay the entire of the Respondent Tenant's security deposit of €2,500 less any amounts properly withheld in accordance with the provisions of Section 12(1)(d) and 12(4) of the Act.

7. During the three month period commencing 14 days following the issuance of the Order by the Board and once per annum for as long as the tenancy remains in existence the Respondent Tenant, his agents and all persons residing or visiting at the dwelling shall facilitate the Appellant Landlord and/or his authorised agents in gaining unhindered access to the exterior of the dwelling for the purposes only of cleaning all gutters, valleys and the external rainwater disposal channels and downpipes as well as trimming back any ivy growth within 1 metre of their vicinity at the dwelling over a period, if required by the Appellant Landlord, of a maximum of 4 full consecutive working days between the times of 9.00 hours and 18.00 hours Monday to Friday inclusive. This includes unhindered access provision for ladders, scaffolding, a cherry picker or other motorised access equipment or cleaning apparatus. The Appellant Landlord shall provide fourteen days advance notification to the Respondent Tenant in writing by registered post addressed to him at the dwelling, which said notification shall include an address for reply, of the precise proposed dates on which it is intended to execute the cleaning work and in the event that for good reasonable reason the nominated days cannot be accommodated by the Respondent Tenant he shall immediately reply in writing to the Appellant Landlord by registered post to the address provided and shall nominate with at least 7 clear days advance notice such 4 other full consecutive working days between 9.00 hours and 18.00 hours Monday to Friday inclusive that shall be accommodated for the execution of the works but within the three month timeframe set out above and the Appellant Landlord shall arrange to execute the works within such other timeframe in that event. In the circumstance that no reply is received from the Respondent Tenant to the original communication from the Appellant Landlord the original dates provided by the Appellant Landlord shall be deemed to be the nominated dates for the execution of the works. Having regard to the nature of the works involved the Tribunal deems that it will not be necessary that the Respondent Tenant and any persons residing at the dwelling be in attendance at the dwelling during the execution of the works. Any such attendance shall be a matter of choice for the Respondent Tenant. Furthermore the Tribunal orders that the Appellant Landlord and/or his Agents shall proceed with the works in a diligent, continuous and workmanlike manner without interruption on his or his agent's part save for normal necessary food consumption and breaks. Notwithstanding the above specific provision all other access for inspection or for the purposes of carrying out works which are the responsibility of the Appellant Landlord shall be arranged between the Parties in accordance with the provisions of s. 16(c) and s. 16(e) the Act of 2004.

This Order was made by the Private Residential Tenancies Board on 16 January 2015.



Patricia Sheehy Skeffington  
Board Member

Duly authorised to sign on behalf of the Board



Anne Marie Caulfield  
Director

Duly authorised to sign on behalf of the Board