Residential Tenancies Board

RESIDENTIAL TENANCIES ACT 2004

Report of Tribunal Reference No: TR0119-003518 / Case Ref No: 0518-43964

Appellant Landlord:	Monia Galardi
Respondent Tenant:	Michael Ruane
Address of Rented Dwelling:	Apartment 6, Montpelier Court, Kiltalown, Tallaght , Dublin 24, D24C3C1
Tribunal:	Kevin Baneham (Chairperson) Grainne Duggan, Healy Hynes
Venue:	Tribunal Room, RTB, Floor 2, O'Connell Bridge House, D'Olier Street, Dublin 2
Date & time of Hearing:	10 May 2019 at 2:30pm
Attendees:	For the Appellant Landlord: Monia Galardi, Landlord Orazio Grosso, Solicitor for the Landlord For the Respondent Tenant Michael Ruane, Tenant Orla Murphy, Representative of the Tenant
In Attendance:	

1. Background:

On the 16th May 2018 the Landlord applied to the Residential Tenancies Board ("the RTB") for dispute resolution pursuant to Section 76 of the Act. On the 20th December 2018, the Tenant also made an application for dispute resolution. The applications were referred to Adjudication on the 10th January 2019. The Adjudicator determined:

1. The Notice of Termination served on the 4th December 2017 by the Applicant/Respondent Landlord on the Respondent/Applicant Tenant, in respect of the tenancy of the dwelling at Apartment 6, Montpelier Court, Kiltalown, Tallaght, Dublin 24, is invalid;

2. The Applicant/Respondent Landlord shall pay the total sum of €12,054.80 to the Respondent/Applicant Tenant within 28 days of the date of issue of the Order, being damages of €12,500 for the consequences of unlawfully terminating the Respondent/Applicant Tenant's tenancy of the above dwelling, plus damages in the sum of €500 for breach of landlord obligations with respect to standards and maintenance of the dwelling, plus the retained security deposit of €300, having deducted rent arrears in the sum of €1,245.20, in respect of the tenancy of the above dwelling;

3. The Respondent/Applicant Tenant's application under section 115(2)(g) for a declaration that he is entitled to return to occupation of the above dwelling, is not upheld.

Subsequently an appeal was received from the Landlord.

The RTB constituted a Tenancy Tribunal and appointed Grainne Duggan and Healy Hynes as Tribunal members and appointed Kevin Baneham to chair the Tribunal ("the Chairperson"). The parties were notified of the date, time and venue set for the hearing.

On the 10th May 2019, the Tribunal convened a hearing at Tribunal Room, RTB, 2nd Floor, O'Connell Bridge House, D'Olier Street, Dublin 2.

2. Documents Submitted Prior to the Hearing Included:

1. RTB File

3. Documents Submitted at the Hearing Included:

None.

4. Procedure:

The Chairperson asked the parties present to identify themselves and to identify in what capacity they were attending the Tribunal. The Chairperson confirmed that the parties had received the relevant papers from the RTB in relation to the case. He confirmed that they had received the RTB document entitled "Tribunal Procedures" and had read and understood them.

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 possible; that the person who referred the appeal, the Appellant Landlord, would be invited to present her 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 the parties would be given an opportunity to make a final submission.

The Chairperson stressed that all evidence would be given under oath or affirmation and be recorded by the official stenographer present. He reminded the parties present 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 six months imprisonment or both. It was explained to the parties that an opportunity would be afforded to the parties for "without prejudice" discussions if the parties felt that it was possible that they might reach an agreement.

The Chairperson also reminded the parties that as a result of the hearing, the RTB would make a Determination Order which would be issued to the parties and could only be appealed to the High Court on a point of law.

The Tribunal stated that it was in a position to allow the parties to reach an agreement between themselves if they wish to do so. The parties did not wish to do so at this time. The Tribunal thanked the parties for considering same and stated that if their position changed, the Tribunal would reconsider the matter.

The parties giving evidence were then sworn in.

5. Submissions of the Parties:

Submissions and evidence of the Appellant Landlord:

The Appellant Landlord outlined at the start of the hearing that she had changed the locks to the dwelling. She said that she had been harassed by the Respondent Tenant. She was homeless at this time, and this justified her actions. The Appellant Landlord outlined that she relied on the notice of termination of the 4th December 2017, which she said validly terminated the tenancy. The Appellant Landlord submitted that the RTB ignored her overholding dispute application, so she took occupation of the dwelling.

The Appellant Landlord outlined that there had been many breaches of tenancy obligations, for example her requests to access the dwelling and to have post forwarded to another address. The Appellant Landlord submitted that clause 3.4 obliged the Respondent Tenant to pay the service charges levied by the owner management company. She said that this was an implied obligation from the lease clause for the Respondent Tenant to pay all of the charges.

The Appellant Landlord outlined that no rent had been paid since the 16th September 2014. She outlined that the rent was €520 per month. She stated that the last determination of the RTB had dealt with the rent due until the 5th October 2018. She said that there were medical grounds to go back to the arrears in 2014.

Commenting on the video evidence submitted by the Respondent Tenant, the Appellant Landlord said that this showed that the Respondent Tenant had a block key to allow access to the apartment block. She said that this contradicted his previous evidence. The Appellant Landlord requested he return this block key.

The Appellant Landlord submitted that she had requested the Respondent Tenant by text message many times to pay the rent. She sent letters to the Respondent Tenant, which were returned as uncollected. She sought administrative charges for the non-payment of rent.

The Appellant Landlord outlined that there was damage to the dwelling and there were ongoing Tenant breaches for many years. She was physically chased and commented that the Respondent Tenant was difficult to deal with. She referred to an email from a property agent of the 16th May 2017, citing the Respondent Tenant's threatening behaviour.

The Appellant Landlord said that on the 12th January 2019, the Respondent Tenant took the washing machine and cooker. These items belonged to the Appellant Landlord. The Appellant Landlord had feared a physical reaction. The Appellant Landlord submitted that the adjudicator had made an excessive award for laundry as there was a cheaper, on-street facility close by.

The Appellant Landlord said that a deposit of €300 had been paid at the outset of the tenancy. She outlined that she had issued a receipt for the deposit but this was lost when her computer was hacked.

In closing comments, the Appellant Landlord said that the Respondent Tenant owed €49,000 in rent and even if the Tribunal awarded the Respondent Tenant the maximum

award of €20,000, it should award the Appellant Landlord €29,000, being the remaining rent arrears.

Submissions and evidence of the Respondent Tenant:

The Respondent Tenant outlined that he returned home on the night of the 18th December 2018 to find that he could not gain access to the dwelling. He could see that the lights inside were on. He said that his keys would not open the door, referring to his video evidence. He contacted the Gardaí, who called to the dwelling. They spoke with the Appellant Landlord, who falsely accused him of dealing in drugs. The Respondent Tenant said that he was angry and annoyed. It was a cold night. He had no money on him, so spent the rest of the night in the Garda station. He went to a local hotel the following morning and stayed in a friend's house from the 19th December to mid-January. He slept on the couch.

The Respondent Tenant outlined that he was allowed access to the dwelling on the 20th December and took what was necessary. He was able to bring two suit cases and five bags with him. He took the possessions and documents he could. The Respondent Tenant said that he had to cancel his plans to host family and friends for Christmas.

The Respondent Tenant said that since the termination of this tenancy, he has lived with a couple of friends and in hostels. He has been approved for homeless HAP but it is hard to get housing, especially for single people. He said that he had sought lettings but they do not want a tenant reliant on HAP.

The Respondent Tenant said that he applied for homeless HAP in December 2018 and went to the local authority two days before Christmas. He said that the last rent paid was in March 2016. He was a private Tenant and never asked the Landlord to sign HAP forms but did so for rent supplement. The rent supplement was up for review in March 2016 and this required him to provide a new lease. The Appellant Landlord refused to sign the rent supplement forms, because she said he was a bad Tenant.

The Respondent Tenant said that most of the arrears are related to the Landlord's refusal to sign the rent supplement forms. He had told a previous Tribunal that he could take a case for discrimination and a contravention of the Equal Status Act to the Workplace Relations Commission. He had tried to refer a case, but was told that it would be out of time. He also felt that he was not up to referring such a complaint because of illness.

The Respondent Tenant refuted that there was damage to the dwelling. He said that the writing on the wall was his record of anti-social behaviour in the area. He commented that the RTB adjudication had already been scheduled at the time the illegal eviction took place.

In respect of the events of the 12th January 2019, the Respondent Tenant said that he spent €650 to have a removal firm available to help him. The Appellant Landlord said that he could take all the "old stuff", including the washing machine. The Respondent Tenant took the cooker as he had bought this. He later established that there were documents missing, for example his birth certificate, a watch of sentimental value and his late father's will. He said that he had not contacted the Appellant Landlord about these missing documents because there was no point in doing so. This matter had been reported to the Gardaí.

The Respondent Tenant outlined that he had initially paid the Appellant Landlord a holding deposit of €300, but later paid an extra €200, bringing the deposit to €500. The rent was later increased to €520 per month.

The Respondent Tenant outlined that the on-street laundry service cited by the Appellant Landlord does not work half of the time. While the adjudicator had awarded €500, he had incurred greater losses, up to €75 per month.

The Respondent Tenant submitted that the Appellant Landlord had crossed a line she should not have crossed in illegally terminating his tenancy. She had bagged his possessions and this was an invasion of his privacy. He had not signed a contract obliging him to pay for service charges. He was never supplied with a rent book.

In cross-examination, it was put to the Respondent Tenant that the Appellant Landlord was homeless in December 2018; he replied that he was not aware of this and there was a legal process to go through. It was put to the Respondent Tenant that he had not reported the missing items from the dwelling and had not taken them on the 20th December 2018; he replied that the Appellant Landlord had itemised everything taken from the dwelling, which he had signed off on. It was put to the Respondent Tenant that the Appellant Landlord denied ever refusing to sign the rent supplement form; he replied that she had refused to sign the form. The Respondent Tenant was asked why he had not paid the top up due; he replied that some of this went to cover the cost of minor repairs to the dwelling and there was the cost of paying for laundry. He had also suffered loss because of anti-social behaviour in the area.

In closing comments, the Respondent Tenant asked that the Tribunal consider his case in full and to consider the position he was placed in by the Appellant Landlord. While there were rent arrears, he did not have the money to pay the arrears. There had been no fair procedure or warning. This was a traumatic experience, resulting in him becoming homeless. He had struggled in the area with anti-social behaviour. It was invasion of privacy for the Appellant Landlord to take photographs of his home. The Respondent Tenant submitted that the adjudicator's award should be upheld in full or a higher award made for the missing items.

6. Matters Agreed Between the Parties

The parties were in the agreement that the tenancy came to an end on the 18th December 2018, when the Appellant Landlord changed the locks to the dwelling, depriving the Respondent Tenant of possession.

7. Findings and Reasons:

Finding no. 1: The Respondent Tenant's occupation of the dwelling commenced on the 15th December 2009.

Reasoning: The Appellant Landlord referred to there being a new tenancy agreement in 2014. The Tribunal finds that the Respondent Tenant was in continuous occupation of the dwelling from the 15th December 2009 and therefore had the benefit of a Further Part 4 tenancy.

Finding no. 2: The Appellant Landlord holds a deposit of €500 in respect of this tenancy.

Reasoning: There was a conflict in evidence whether the Respondent Tenant had paid a deposit of €300 or €500 at the outset of the tenancy. The Appellant Landlord said that a deposit of only €300 was paid to her and no additional payment was made; the Respondent Tenant said that he paid a booking deposit of €300 and an additional amount of €200, bringing the deposit up to €500. Neither party adduced documentary evidence in support their account of how much was paid for the deposit.

The Tribunal recognises that these events took place a decade ago. Having considered the evidence, the Tribunal is satisfied that the Respondent Tenant's account is accurate. He have a cogent account of securing the tenancy by paying a booking deposit and then paying the full deposit along with the first month's rent.

Finding no. 3: The rent payable was €520 per month and there are rent arrears of €1,238.20 arising between the 6th October and the 17th December 2018. The Tribunal awards the rent arrears and damages of €500 to the Appellant Landlord.

Reasoning: This case takes place against the background of multiple dispute resolution applications to the RTB, including three previous Tribunals (TR1016-002029 [25th November 2016], TR0917-002612[5th December 2017] and TR0718-003079 [5th October 2018]. Those Tribunals considered the validity of various notices of termination and made awards for rent arrears.

In evidence before this Tribunal, the Appellant Landlord sought redress for rent arrears dating from 2014. It is not open for this Tribunal to make an award for any rent arrears that predate the 6th October 2018. Such rent arrears are either encapsulated by a previous Determination Order (the doctrine of res judicata) or outside the jurisdiction of this Tribunal, applying the doctrine in Henderson v Henderson. The Appellant Landlord ought to have advanced any such claim for the 2014 arrears in the earlier dispute applications and cannot now seek to re-visit this claim.

The Tribunal in TR0718-003079 made an award for rent arrears up to and including the day of that Tribunal hearing, the 5th October 2018. It is, therefore open for the instant Tribunal to make an award for rent arrears from the 6th October 2018. The Respondent Tenant accepts that he did not pay rent from this date to the end of the tenancy. The Tribunal makes the separate finding that the Appellant Landlord unlawfully reclaimed possession of the dwelling on the 18th December 2018. The Tribunal finds that rent is not due for the day the unlawful termination took place. Rent is, therefore, due up to the 17th December 2018. Given that the monthly rent is €520 and a daily rate of €17.10, the Respondent Tenant owes rent for 25 days in October 2018 (€427.50), the month of November 2018 (€520) and 17 days of December (€290.70). The Respondent Tenant, therefore, owes the Appellant Landlord rent arrears of €1,238.20. Given the persistent nature of the arrears and the loss and inconvenience incurred by the Appellant Landlord, the Tribunal makes an award of damages of €500 to the Appellant Landlord in addition to the rent arrears.

Finding no. 4: The notice of termination of the 4th December 2017 is invalid.

Reasoning: It is an unfortunate facet of this case that the Appellant Landlord has served several notices of termination, all of which have been deemed by the RTB to be invalid. This Tribunal reaches the same conclusion in respect of the notice of termination before it (that of the 4th December 2017).

It is unfortunate because it is clear that the Appellant Landlord does wish to take up occupation of the dwelling. She was not able to do so lawfully because of the failure to serve a valid notice of termination.

The Tribunal notes that as part of its public information and education function, the RTB has posted sample notices of termination on its website. The RTB has published information guides on the Residential Tenancies Act (distributed to landlords and tenants on registration of a tenancy, as set out in the Residential Tenancies Act 2004 (Prescribed Form) (No. 2) Regulations, 2016 (S.I. 217/2016)). These steps are to assist parties and their representatives in getting right the preparation and service of important documentation such as a notice of termination.

The notice of termination of the 4th December 2017 is invalid in a multitude of ways. It does not comply with the requirements of section 62. It does not specify the termination date or state that the Respondent Tenant has the whole of the 24 hours of the termination date to vacate possession. The notice of termination does not specify the right of the Respondent Tenant to dispute its validity to the RTB within 28 days. Furthermore, the notice of termination provides for a notice period of 112 days, when the Respondent Tenant was entitled to a notice period of 196 days. The Appellant Tenant's occupation of the dwelling began on the 15th December 2009 and as of the 4th December 2017, he lived in the dwelling for between 7 and 8 years. Per section 66, the Appellant Landlord was obliged to give 196 days.

The notice of termination of the 4th December 2017 was grounded on the Landlord's requirement to take up occupation of the dwelling. This is one of the grounds set out in the table attached to section 34 for a landlord to terminate a Part 4 or Further Part 4 tenancy. The notice of termination, however, does not comply with the requirements set out in section 34 and 35. It does not state the expected period of occupation. It does not state the obligation of the Appellant Landlord to offer the Respondent Tenant a tenancy if she vacates the dwelling within six months of taking up occupation. It does not set out the contact details requirement as provided in paragraph 4 of the Table attached to section 34. There is also no statutory declaration setting out the required information.

Finding no. 5: Aside from the claim of rent arrears addressed in Finding 3, the claims of breaches of tenant obligation are not upheld.

Reasoning: The Appellant Landlord claimed that the Respondent Tenant was in breach of tenant obligation arising from the lease or the Residential Tenancies Act. The Tribunal does not uphold any of the alleged breaches.

Claimed breach of deterioration to the dwelling beyond normal wear and tear.

The Appellant Landlord claimed that there was deterioration to the dwelling beyond normal wear and tear. This claim included the cost of repainting the dwelling, for example because of graffiti written on walls. The Appellant Landlord asserted that there was a breach of tenant obligation arising from alterations made to the dwelling by the Respondent Tenant.

Having assessed the evidence of the parties, the Tribunal finds that there was no breach of tenant obligation in respect of deterioration to the dwelling beyond normal wear and tear. It is not just that this was a tenancy that commenced in 2009 and lasted for nine years. It is also because of the circumstances the tenancy came to an end. It ended in a disorderly way, with the Appellant Landlord taking possession of the dwelling without

complying with the requirements of the Residential Tenancies Act. The Respondent Tenant was deprived of the opportunity of vacating the dwelling in an orderly way. He was deprived of the opportunity of addressing any issues with the condition of the dwelling. The Tribunal, therefore, finds that there was no breach of tenant obligation regarding the condition of the dwelling, its fittings and furniture.

Claimed breach of not forwarding the Appellant Landlord's post.

It was submitted that the Respondent Tenant was required per clause 3.34 to forward all post addressed to the Appellant Landlord. This clause states "To give the landlord promptly, a copy of any notice received concerning the property". The Tribunal does not agree that this clause imposes such a broad obligation on a tenant. The clause relates to formal notices issued in respect of the dwelling, for example pursuant to the planning or fire safety Acts. It does not impose a general obligation to forward correspondence to the Landlord, even if it is documentation from the Landlord's bank. For completeness, the Tribunal finds that there is insufficient evidence to find that the Respondent Tenant opened any post, as claimed.

Claimed breach of tenant obligations in respect of paying refuse charges and service charges to the owner management company

The Appellant Landlord claimed that the Respondent Tenant was obliged per clause 3.4 of the lease to pay the refuse charges and service charges levied by the owner management company. Clause 3.4 states as a tenant obligation "To pay promptly [...] local authority, refuse charges and outgoings (including gas, water, electricity, cable television and telephone if any, relating to the property) ..."

The Tribunal notes clause 3.4. It also notes that section 16 of the Act provides that a tenant is obliged to pay the rent, charges or taxes in accordance with a lease or tenancy agreement. The Tribunal finds that for such a clause to be enforceable against a tenant, it must clearly state what the specific tenancy obligation is. It should clearly state what charges the tenant owes and to whom. In this case, the Appellant Landlord seeks to rely on an omnibus clause to assign contractual liability to the Respondent Tenant. The Tribunal finds that the obligation to pay the owner management company refuse charges or service charges was not specifically set out in the lease agreement. The bills were not in the Respondent Tenant's name, but in the name of the Appellant Landlord. They were, therefore, her bills to pay. The Tribunal concludes that there is no breach of tenant obligation in respect of the service charges or refuse charges.

Claimed breach in respect of access to the dwelling.

The Tribunal finds that there was insufficient evidence of any failure by the Respondent Tenant to allow the Appellant Landlord access to the dwelling.

Claimed breach in respect of sub-letting or assigning the tenancy.

The Tribunal finds that the allegation the Respondent Tenant sub-let or assigned the tenancy was speculative. The Tribunal finds that there was insufficient evidence of any breach by the Respondent Tenant.

Claimed entitlement to an administrative charge for rent arrears.

Separately, the Tribunal has awarded the Appellant Landlord damages for the rent arrears. Taking account of the decision of the CJEU in Brusse v Jahani BV C-488/2011, it

is appropriate for a Tribunal to make an award of damages arising from any breach to pay the rent as it falls due, rather than award “administrative charges” or “penalty charges”.

Finding no. 6: There was a breach of landlord obligation in respect of the washing machine.

Reasoning: The Tribunal finds that there was an ongoing breach of the landlord obligation to repair the washing machine. This was a fitting supplied by the Appellant Landlord, as required by the Standards for Rented Houses Regulations. The washing machine did not work and the Appellant Landlord did not repair it. The Respondent Tenant incurred loss and inconvenience arising from this failure. The Respondent Tenant had to pay the cost of laundry facilities, but also had the inconvenience of having to leave the dwelling to carry out this necessary chore. Taking account of the extent of the breach, the Tribunal makes an award of €500.

Finding no. 7: The Appellant Landlord unlawfully terminated the tenancy of the Respondent Tenant and the Tribunal awards the Respondent Tenant €10,000 as redress.

Reasoning: In the evening of 18th December 2018, the Appellant Landlord attended the dwelling and changed the locks. This action was intended to deprive the Respondent Tenant of possession of the dwelling, his home. While the Appellant Landlord says that the Respondent Tenant had changed the locks without permission, she has not adduced evidence to support this allegation and it does not alter the unlawful nature of her actions.

Section 58(1) of the Residential Tenancies Act provides that “a tenancy of a dwelling may not be terminated by the landlord or the tenant by means of a notice of forfeiture, a re-entry or any other process or procedure not provided by this Part.” The actions of the Appellant Landlord were not in line with the provisions of the Residential Tenancies Act and are, therefore, precluded by section 58. Just as overholding and not paying rent, changing the locks to deliberately exclude a tenant is one of the most serious contraventions of the Residential Tenancies Act as it unlawfully deprives the tenant of possession of their home.

The Appellant Landlord made submissions, which she said, either excused or mitigated her unlawful actions. Those reasons do not make an unlawful act lawful. The Appellant Landlord referred to ongoing rent arrears. This Tribunal has given an award of damages as well as awarding the rent arrears due in this case. Other Tribunals have made awards in respect of older arrears. What the RTB cannot do is order a tenant to surrender possession of a dwelling even where there are rent arrears, unless the landlord serves a valid notice of termination (having, where appropriate or necessary, applied the slip rule in section 64A of the Act).

The Appellant Landlord referred to procedural sources of frustration. While there have been multiple Tribunals in this case, this is because there were multiple invalid notices of termination and ongoing arrears. There was also procedural confusion in this case. This Tribunal dealt with the notice of termination of the 4th December 2017, while during 2018, an RTB adjudicator and Tribunal (TR0718-003079) dealt with the notice of termination of the 4th April 2018. It was not clear what happened to the older notice served on the 4th December 2017 when a new notice of termination was served in 2018. Even if there was this confusion, the Appellant Landlord had been given a date of adjudication to determine the validity of the 4th December 2017 notice of termination. The unlawful termination was carried out, even though the Appellant Landlord knew the pending date of adjudication.

The Tribunal awards damages of €10,000 for the unlawful termination of tenancy arising from the loss and inconvenience incurred by the Tenant. The Tribunal notes that the Respondent Tenant was made homeless as a result of the unlawful termination of tenancy. He spent the first night in a Garda station and then moved in with a friend. This took place in December 2018, just before Christmas. The Respondent Tenant was deprived of access to his possessions. What happened in this case is the opposite to the orderly end of a tenancy envisaged by the Residential Tenancies Act. Taking these factors into account, the Tribunal makes an award of €10,000. Taking account of the financial circumstances described by the Appellant Landlord, the Tribunal decides that this amount should be paid by the Appellant Landlord to Respondent Tenant in equal monthly instalments of €1,000 and a last payment to clear the outstanding balance. The Determination Order provides that should the Appellant Landlord fail to pay any instalment, the entire outstanding amount becomes immediately due and owing to the Respondent Tenant.

8. Determination:

Tribunal Reference TR0119-003518

In the matter of Monia Galardi (Landlord) and Michael Ruane (Tenant) the Tribunal in accordance with section 108(1) of the Residential Tenancies Act 2004, determines that:

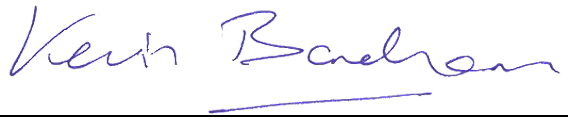
1. The Notice of Termination served on the 4th December 2017 by the Appellant Landlord on the Respondent Tenant, in respect of the tenancy of the dwelling at Apartment 6, Montpelier Court, Kiltalown, Tallaght, Dublin 24, is invalid;

2. The Appellant Landlord shall pay the total sum of €9,261.80 to the Respondent Tenant in 9 equal consecutive instalments at the rate of €1,000 per calendar month on the 28th day of each month, followed by one further instalment of €261.80 in the immediately succeeding month, commencing the next month after the issue of the Order. The amount of €9,261.80 is damages of €10,000 for the consequences of unlawfully terminating the Respondent Tenant's tenancy of the above dwelling, plus damages of €500 for the breach of landlord obligation with respect to the standard and maintenance of the dwelling, plus the retained deposit of €500, having deducted rent arrears in the sum of €1,238.20 and additional damages of €500 for the rent arrears, in respect of the tenancy of the above dwelling.

3. The enforcement of the Order for such payment of €9,261.80 will be deferred and the total sum owing reduced by the cumulative sum paid in the monthly instalments made by the Appellant Landlord to the Respondent Tenant on each due date until such time as the total sum of €9,261.80 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 Tenant.

The Tribunal hereby notifies the Residential Tenancies Board of this Determination made on 07/06/2019.

Signed: 

Kevin Baneham Chairperson
For and on behalf of the Tribunal.