**Residential Tenancies Board**

## RESIDENTIAL TENANCIES ACT 2004

**Report of Tribunal Reference No: TR0621-004988 / Case Ref No: 0321-68163**

**Appellant Tenants:** Agnieszka Jonak, Skerdi Rustemaj

**Respondent Landlord:** Vincent Ennis

**Address of Rented Dwelling:** Apartment 12, Fernley Court, Long Lane, Heytesbury Street, Dublin 8, D08CK09

**Tribunal:** Finian Matthews (Chairperson)

 John Keane, Karen Ruddy

**Venue:** Virtual tribunal via Microsoft Teams

**Date & time of Hearing:** 18 October 2021 at 2:30 p.m.

**Attendees:** Agnieszka Jonak, Tribunal Appellant, Tenant Skerdi Rustemaj, Tribunal Appellant, Tenant Vincent Ennis, Tribunal Respondent, Landlord David Ennis (accompanying Landlord) Hanan Ur Rahman, Abbott Solicitors LLP, Tribunal Representative

**In attendance:** RTB appointed stenographer/logger Epiq Global (Europe)

**1. Background:**

On 01/03/2021 the Landlord made an application to the Residential Tenancies Board (“the RTB”) pursuant to Section 76 of the Act. The matter was referred to an Adjudication which took place on 13/05/2021. The Adjudicator determined that:

1. The Respondent Tenants shall pay the total sum of €5776.70 to the Applicant Landlord, in 28 equal consecutive instalments at the rate of €200.00 per calendar month, on the 28th day of each month, followed by one further installment of €176.70 in the immediately succeeding month commencing the next month after the issue of the Determination Order. This sum represents rent arrears of €4276.70, and repair and renewal costs of €3500.00, having deducted the entire of the justifiably retained security deposit of €2000.00, in respect of the tenancy of the dwelling at Apartment 12, Fernley Court, Long Lane, Heytesbury Street, Dublin 8

2. The enforcement of this Order for such payment of €5776.70 will be deferred and the total sum owing reduced by the cumulative sum paid in the monthly instalments made by the Respondent Tenant to the Applicant Landlord on each due date until such time as the total sum of €5776.70 has been paid in full.

3. 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 Applicant Landlord.

Subsequently the following appeal was received:

Tenants: received on 15/06/2021. The grounds of the appeal: Breach of landlord obligations, Validity of notice of termination (if you are disputing the validity of a termination notice issued), Other, Standard and maintenance of dwelling, Unlawful termination of tenancy (Illegal eviction). The appeal was approved by the Board on 07/07/2021.

The RTB constituted a Tenancy Tribunal and appointed John Keane, Finian Matthews and Karen Ruddy as Tribunal members pursuant to Sections 102 and 103 of the Act and appointed Finian Matthews to be the chairperson of the Tribunal (“the Chairperson”).

On 24/09/2021 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 18/10/2021 the Tribunal convened a Virtual tribunal hearing, via Microsoft Teams, in Dublin.

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

 RTB Tribunal case files.

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

None.

**4. Procedure:**

Opening the hearing the Chairperson stated that the Tribunal had been established by the RTB to hear an appeal by the Appellant Tenant, Agnieszka Jonak against a determination made following an adjudication held on 13 May, 2021 in the case of a dispute between the tenant and the Respondent Landlord, Vincent Ennis in respect of the tenancy of a dwelling at Apartment 12, Fernley Court, Long Lane, Heytesbury Street, Dublin 8. He introduced the members of the Tribunal to the parties.

He asked the Parties present and any witnesses to identify themselves and to state the capacity in which they were attending the Tribunal hearing. He confirmed with the Parties that they had received the relevant papers from the RTB in relation to the case and that they had received and understood the RTB document entitled “Tribunal Procedures”. The Chairman said that he would be happy to clarify any queries in relation to the procedures either then or at any stage over the course of the Tribunal hearing.

The Chairperson explained that the Tribunal hearing, as stated in its procedures, was not intended to be very formal, but that the Parties must follow any instructions given by the Chair, that evidence would be given under Affirmation, would be recorded by the stenographer present, and that based on that recording a transcript could be made available to the Tribunal if necessary, to assist it in preparing its report on the dispute.

The Chairperson stated that it was against the law for anyone giving evidence to refuse to make an Affirmation, to refuse to produce any document in their control required by the Tribunal, to refuse to answer any question put by the Tribunal, or to knowingly provide materially false or misleading information to the Tribunal. He pointed out that an offence may be prosecuted by the RTB through the courts and a successful conviction could result in a fine of up to €4,000 or up to 6 months imprisonment or both.

The Chairperson added that the Appellant Tenant would be invited first to present her case, including the evidence of any Witness; this would be followed by an opportunity for cross-examination by the Respondent Landlord; that the Respondent Landlord would then be invited to present his case, followed by an opportunity for cross-examination by the Appellant Tenant. He said that members of the Tribunal would ask questions of both Parties from time to time. He also directed that neither Party should interrupt the other when direct evidence was being given.

The Chairperson said that at the end of the hearing, both the Appellant Tenant and the Respondent Landlord would be given the opportunity to make a final submission should they so wish.

The Chairperson reminded the Parties that the Determination Order of the RTB, based on the report of the hearing, would decide the issue between the parties and could be appealed to the High Court on a point of law only.

The Chairperson stated that the Tribunal would be willing to consider a short adjournment for the purpose of allowing the parties, should they so wish, to enter without prejudice negotiations to try to reach a consent settlement of their dispute.

All persons giving evidence to the Tribunal were affirmed.

**5. Submissions of the Parties:**

Appellant Tenant’s Case:

Mr. Rahman on behalf of the Appellant Tenants said that the figure of €4,276.60 in rent arrears as determined by the adjudicator was not disputed by the tenants. He said that the tenants would have been happy to remain on in the dwelling, but were under notice to vacate the dwelling on or before 8 January, 2021, that they had been looking for alternative accommodation since the previous November, but were finding this very difficult. He said that they found new accommodation, but it wasn’t ready for them by 8 January. He said that at that stage the tenants were put under a lot of pressure by the landlord to move out and did so on 23 January, 2021, having cleaned the dwelling for the week before they moved out. He said that the tenants never damaged anything in the dwelling intentionally nor were they ever advised of any damage. He added that normal wear and tear occurred but that the tenants did not break the cooker hob. He also said that the cooker was working perfectly when the tenants left. He agreed that the tenants had broken a toilet seat and said that this happened when they had to stand on it to clean mould on the ceiling. He said that there was mould throughout the dwelling and that this occurred because of poor ventilation and no window in an internal bathroom. He said that the tenants were out at work all day, and could not leave the windows open in their absence because of security concerns. He added that the mould started to appear a year or so after the tenancy commenced. He added that the dwelling had been freshly painted before the tenants moved in. He also referred the Tribunal to the evidence in relation to the stress on the first-named Appellant Tenant and the medication she was prescribed.

Mr. Rahnman referred to a schedule of alleged damage to the dwelling supplied by the Respondent Landlord and submitted as follows in relation to each item:

Painting of walls and doors: he submitted that painting would be necessary in any event between tenancies and suggested also that the labour charge for 45 man hours of cleaning, apply mould treatments and paint was excessive.

Oven: he submitted that the oven had been cleaned by the tenants and that the charge of 3 man hours of labour for deep cleaning of the oven was excessive.

Cooktop hob: Mr. Rahman noted that the receipt for purchasing a replacement hob was in the name of a Tabitha Ennis and he questioned who this was; he also submitted that 4 man hours of labour to fit a replacement hob was excessive.

Bathtub: he submitted that the tenants had not damaged the bathtub and submitted also that 10 man hours for a plumber to install a replace bathtub was excessive.

Tile damage in bathroom: Mr. Rahman said that the tenants did not install a mirror in the bathroom and were not responsible for any tile damage.

Broken toilet seat: Mr. Rahman referred the Tribunal to a receipt on the Tribunal case files which he pointed out was for two toilet seats at a discount price of €52, and submitted that the tenants should only be charged for one of those at a cost of €26.

Kitchen cabinets: he said that the tenants had no knowledge of any holes made resulting from the installation of kitchen cabinets.

Fridge: he said that the fridge was an old one and that the plastic shelf for holding milk had cracked when it was dropped; he submitted that this could have been replaced and that a new fridge was not required. He also suggested that a charge for 3 hours labour to install a fridge was excessive. He also pointed out that the receipt for the new fridge was in the name of Tabitha Ennis.

Damaged dining chairs: Mr. Rahman submitted that this was normal wear and tear. He also referred to an invoice for a table and 4 cream chairs costing €219, but pointed out that a black glass table that was part of the original set was still in use.

Two small coffee tables: he said that the tenant accepted that these had been damaged by a visitor to the dwelling.

Electrical double socket outlet: he said also that the tenants did not damage an electrical socket and noted also that the landlord was charging 2 man hours for an electrician to fit a new socket, but without any receipt for this.

Bedroom dressing table: Mr. Rahman said the dressing table was not damaged as such but that mould had spread on to it from the walls.

Damage to carpets: he said that the tenants accepted that the carpets on the stairs, hall and two bedrooms had been damaged but he submitted that the price being charged for replacement carpet was excessive.

Mr. Rahman also referred to a list of items purchased for the dwelling which was in the Tribunal casefiles which was stamped ‘Damage Sale’ and indicated that the landlord had purchased damaged goods for the dwelling at the start of the tenancy. He submitted that the tenants accept that certain damage occurred but not to the extent alleged by the landlord.

He also referred the Tribunal to a Memorandum of Agreement in relation to the letting which he submitted constituted a contract between Vincent and Mary Ennis as landlords in respect of the tenancy and Agnieszka Jonak, Skerdi Rustemaj as tenants. He also referred to a letter of 17 December, 2018 from the RTB in relation to the registration of the tenancy which he pointed out was addressed to Mary Ennis, acknowledging that the latter had registered the tenancy with the RTB. He added that a third tenant named in that letter - Denis Rustemaj - had left the tenancy. Mr. Rahman also referred the Tribunal to a letter to the first-named Appellant Tenant, which was signed by David Ennis and Vincent Ennis. He also referred to the notice of termination served on the tenants on 4 September, 2020 which was signed by David Ennis and the accompanying Statutory Declaration which was also signed by David Ennis. He pointed out also that the Statutory Declaration was dated 4 September, 2020 and it appeared to have been declared on 3 September. He submitted that both the notice of termination and the Statutory Declaration should have been signed by Vincent and Mary Ennis as landlords. Mr. Rahman also referred to the adjudicator’s report on the dispute which named Vincent Ennis as the applicant landlord in the proceedings.

Mr. Rahman submitted that the discrepancies in relation to the signing of documentation caused confusion and meant that the tenants were unsure of who their landlord was. He confirmed, however, that the issue of who the landlord is was not raised at adjudication. He also referred the Tribunal to a text dated 4 January 2021 sent to the tenants by Vincent Ennis, which indicated that Mr. Ennis was still acting in his capacity as landlord at that stage. He said that the same applied to a similar text sent to the tenants shortly after that. He added that the tenants had at all times paid their rent to Vincent Ennis.

Mr. Rahman also referred to a private Facebook page submitted in evidence by the landlord which he submitted dismayed the first-named Appellant Tenant and should not have happened. While a photograph from the Facebook extract showed the tenant with a dog, he said that she did not keep a dog and this issue had never been raised with her. Mr. Rahman also referred to an e-mail to the tenant dated 23 January, 2021 which raised a number of issues related to the condition of the dwelling but made no reference to any issues that could have arisen from keeping a dog in the dwelling.

Concluding on behalf of the tenants Mr. Rahman submitted that the proceedings should be struck out on the basis that they had been incorrectly filed by Vincent Ennis only and that there were discrepancies in the documentation in that the nominated landlord or landlords were different in different documents. He also submitted that the Act allows for tenants to be compensated in circumstances where a tenancy is wrongly terminated. He also submitted that it was open to the tenants to make a case in this regard. He further submitted that the charge for replacement carpet was excessive and said also that the tenants did not cause the mould in the dwelling.

Respondent Landlord’s case:

Mr. David Ennis clarified initially that Tabitha Ennis was his wife and that was why her name appeared on a number of the invoices for the purchase of replacement items for the dwelling. Vincent Ennis stated that David Ennis was the owner of the dwelling and that he acted as landlord on behalf of David in the latter’s absence abroad. Mr. Ennis subsequently clarified that he, Mary Ennis and David Ennis, his son, were joint owners of the dwelling.

Mr. Vincent Ennis stated that the dwelling was a duplex with the living area on the upper level and bedrooms at garden level. He said that the dwelling complied with all prescribed standards related to rented housing. He said also that the dwelling was ventilated with open windows that could be locked in position and that every window was also fitted with slats for ventilation, which provided a degree of ventilation above the level normally required. He said also the internal bathroom, which had no window was fitted with an extractor fan which changed the air in the room at the required volume. Mr. Ennis said that the landlords were never made aware of any mould problem in the dwelling but when they took possession of the dwelling they found that all the vents were closed permanently which he submitted must have contributed to the mould growth.

Mr. Ennis also said that 3 of the steel chairs from a table/chairs dining set had snapped in two, presumably as a result of people leaning backwards in the chairs. He added that all of the furniture replaced in the dwelling was from shops such as B&Q or Bargaintown and that no expensive items were bought. The items purchased had included a new cooker hob, a new fridge and a new table with chairs. He also said that the replacement carpet had cost €15 per square metre, including fitting, but with the existing underlay being re-used. The replacement carpet was for the hall, stairs and two bedrooms. He said that around 750 square feet of carpet had been required for this purpose.

Mr. Ennis also said that he had been a landlord for about 30 years and this was the first case he ever had to refer to the RTB, because there were unresolved issues at the end of the tenancy. He added that his son David had lived in the dwelling from 2004 to 2008 without any problems, nor were there any issues when the dwelling was occupied by other tenants from 2008 to 2018.

In response to questions from the Tribunal Mr. Ennis stated that the electrician he engaged for certain electrical works charged €80 per hour. He said he was not in a position to provide the name of the electrician and when pressed on this stated that he was withdrawing his claims for labour charges in respect of electrical works. He also said that he was charging €15 per hour for cleaning works. He said that the dwelling had last been painted in 2018 and that it had required 3 coats of paint to cover up the damage to the walls caused by mould. He also confirmed that the labour charge for carpet replacement included the cost of removing the old carpets.

Mr. Ennis also said that the door of the fridge which was new at the commencement of the tenancy was damaged internally and that was why the landlords had to purchase a new fridge. He said that a receipt showed that a replacement table and 4 chairs had been purchased to replace the broken chairs, but said that it had been more economical to purchase the table and chairs as a package, instead of buying each individual chair separately to replace those that had been broken.

Under cross-examination by the tenants’ representative Mr. Rahman, Mr. Ennis was unable to say if having a window in the bathroom of the dwelling would have helped with ventilation. He agreed that a new cooker hob, fridge and carpets had been purchased but he said he had no receipts for the labour costs installing these. He also said that he did not have receipts showing the original purchase cost of these items. He said he did not know why the receipt from a company called Michael Murphy Furnishing was marked with a stamp stating ‘Damaged Goods’.

Asked if he was allowed to charge the tenants for his own labour Mr. Ennis said that there was no law against this, particularly in what were exceptional circumstances during the Covid epidemic. He confirmed that the notice of termination was served on the tenants by David Ennis and submitted that the latter was entitled to issue that notice. Mr. Ennis confirmed that the replacement carpet had cost €15 per square metre, but when it was put to him that the total price paid for the carpet was sufficient to cover 95 square metres, he was unable to specify how many square metres were required to replace the carpets on the carpeted areas in the dwelling. When asked why the proceedings had been brought in the name of Vincent Ennis only, Mr. Ennis said he was the only person available at the time. He also submitted that the tenants left of their own free will following the expiry of the notice of termination.

The Chair thanked both parties and advised them that following the hearing the Tribunal will prepare a report and make its Determination in relation the dispute and will notify the RTB of that Determination.

**6. Matters Agreed Between the Parties**

Before inviting the parties to make their submissions the Chairperson said that the Tribunal had read the documentation in relation to the case as circulated to the parties and it appeared to the Tribunal that the following factual matters in relation to the tenancy were not in dispute between the parties:

• The tenancy commenced on 10 November, 2018

• The tenancy terminated on 23 January, 2021

• The rent was €2000 per month

• The Appellant Tenants owe rent arrears in the amount of €4276.70

• The Appellant Tenants paid a deposit of €2,000

• The deposit has been retained by the Respondent Landlord.

Both parties accepted that they were in agreement in relation to the foregoing matters.

**7. Findings and Reasons:**

Having considered all of the documentation before it and having considered the evidence presented to it by the parties, the Tribunal’s findings and reasons therefor are set out hereunder.

Finding 1

The landlords in respect of the tenancy were Vincent and Mary Ennis.

Reasons

The Tribunal is satisfied that the tenants gave evidence at the adjudication hearing in relation to the issue of stress and inconvenience alleged to have been caused to them as a result of the termination of the tenancy. In their appeal against the adjudicator’s determination the tenants stated that one of the grounds of their appeal related to the validity of the notice of termination and alleged that they were pressured by the landlord to vacate the dwelling, for reasons they found confusing. The Respondent Landlord was on notice of the grounds of appeal and in a submission related to the tenants’ appeal he addressed the issue of the validity of the notice of termination. The Tribunal is accordingly satisfied that the issue of the validity of the notice of termination is properly before it, and may be the subject of a determination by the Tribunal.

In that regard, in circumstances where issues were raised at the hearing in relation to the signatory to the notice of termination and the accompanying Statutory Declaration, the Tribunal must establish the identity of the landlord or landlords in respect of the tenancy. Under section 5(1) of the Act a ‘landlord’ means the person for the time being entitled to receive (otherwise than as agent for another person) the rent paid in respect of a tenancy of a dwelling by the tenant thereof. Under a Memorandum of Agreement dated 10 November 2019 between the parties, Vincent and Mary Ennis were named as the landlords in respect of the tenancy to whom the tenants were required to pay the reserved rent in respect of the tenancy. The Second Schedule to that agreement provided further that the rent of €2000 per month was to be paid directly to a bank account in the name of Vincent and Mary Ennis. The Tribunal is satisfied accordingly that the persons entitled to receive the rent in respect of the tenancy were Vincent and Mary Ennis, and that Vincent and Mary Ennis were therefore the landlords for the purposes of the tenancy.

The Tribunal notes further that while the tenants were given an indication that David Ennis would be taking over as landlord, no change in fact occurred in respect of the conditions of the tenancy, with the tenants continuing up to the end of the tenancy to pay rent into the account of Vincent and Mary Ennis. A number of texts were also sent to the tenants at the time the tenancy was ending purportedly as landlord of the dwelling with no indication being given that anything had changed in that regard.

Finding 2

The notice of termination served on the Appellant Tenants on 4 September, 2020 is invalid.

Reasons

Under the provisions of section 58 of the Act the termination of a tenancy by either the landlord or the tenant must be effected by means of a notice of termination that complies with the Act. The notice of termination served on the tenants on 4 September, 2020 was signed by David Ennis, who described himself in the notice as the landlord of the dwelling. In a statutory declaration that accompanied the notice of termination David Ennis declared that he required the dwelling for his own occupation. However, it follows from the Tribunal’s finding that the landlords were Vincent and Mary Ennis that the only persons entitled as landlords to terminate the tenancy were Vincent and Mary Ennis. Their son, David Ennis, had no such entitlement and the notice of termination served by him does not therefore constitute a valid notice of termination and was of no effect.

Finding 3

The Tribunal finds that the Appellant Tenants are entitled to damages in the amount of €1500 because they were required to vacate the dwelling on foot of an invalid notice of termination served by a person who was not their landlord.

Reasons:

The Tribunal is satisfied that the Appellant Tenants suffered stress, expense and inconvenience as a result of their being required to vacate and give up possession of the dwelling on foot of an invalid notice of termination served on them by David Ennis, who was not the landlord in respect of the tenancy. The Tribunal considers that the appropriate quantum of damages to award in the circumstances of this case is €1500.

In exercise of its powers, therefore, under section sub-section (2)(d) of section 115 of the Act the Tribunal directs that damages in the amount of €1500 shall be paid by the Respondent Landlord to the Appellant Tenants.

Finding 4

The Appellant Tenants owe rent arrears in the amount of €4,276.70.

Reason

This was agreed between the parties at the hearing.

Finding 5

The Appellant Tenants are in breach of the provisions of section 16(f) of the Act.

Reasons

Under sub-section (f) of section 16 of the Act, a tenant must not do anything that would cause deterioration in the condition a dwelling was in at the commencement of a tenancy disregarding any deterioration owing to normal wear and tear, having regard to the length of the tenancy, the extent of the occupation of the dwelling and any other relevant matters. The Tribunal is satisfied on the evidence that the Appellant Tenants caused a deterioration in the condition of the dwelling beyond normal wear and tear. The Appellant Tenants are liable therefore for re-imbursing the following costs incurred by the Respondent Landlord:

The Tribunal is satisfied that the mould issue in the dwelling was caused mainly by condensation resulting from the failure on the part of the tenants to ventilate the dwelling adequately. The Landlord claimed a total of €1555 in respect of the necessary remedial painting works on walls and doors. Having regard to the fact that the dwelling was likely to have required painting in any event at the end of the tenancy the Tribunal allows €1000 in respect of the cleaning, treatment and painting of the walls and doors.

The Tribunal is satisfied that the tenants caused the breakage in the hob and allows the full €230 claimed by the landlord for a replacement hob.

The Tribunal allows €160 for replacement of the bathtub. No allowance is made in respect of the claim for a plumber’s labour, as no evidence was provided of the time taken for the work or the charge made.

€26 is allowed for the replacement of the toilet seat, €200 for replacement of the dining room chairs, €100 for a nest of coffee tables and €100 for a replacement dressing table.

The evidence in respect of carpet replacement suggested that €1,400 for new carpet at a cost of €15 per square metre related to far more carpet than was required to replace the damaged carpets in the carpeted areas of the dwelling. The Tribunal considers therefore that this claim should be reduced substantially and accordingly awards, €700 in respect of the replacement carpets for the dwelling.

The foregoing amounts awarded in respect of damage beyond normal wear and tear caused by the Appellant Tenants bring the total amount award for such damage to €2,516. The Tribunal considers that the remainder of the landlords’ claim in respect of damage beyond normal wear and tear was not supported by sufficient evidence that any such damage was caused by the tenants; the Tribunal is not satisfied in particular that the fridge was damaged to an extent that the purchase of a replacement fridge was required. The Tribunal has also disallowed a number of the charges imposed by the landlords in respect of their own labour costs as there was no basis for testing the validity of these charges.

Finding 6

The deposit of €2,000 paid by the Appellant Tenants has been lawfully retained by the Respondent Landlord.

Reasons

Under sub-section (1)(d) of section 12 of the Act, the Respondent Landlord was obliged, subject to sub-section (4) of section 12, to return or repay promptly the deposit paid to him by the Appellantt Tenants on their entering into the Tenancy Agreement.

Sub-section (4) of section 12 of the Act provides that no amount of a deposit is required to be returned where rent is in arrears and the amount of such arrears is equal to or exceeds the deposit. The Appellant Tenants owed rent arrears of €4276.70 at the date of termination of the tenancy. As the amount involved exceeded the deposit, the Respondent Landlords are entitled to retain that deposit.

**8. Determination:**

In the matter of Agnieszka Jonak and Skerdi Rustemaj, Appellant Tenants, and Vincent Ennis and Mary Ennis, Respondent Landlords, the Tribunal in accordance with section 108(1) of the Act determines that:

1. The notice of termination served on the Appellant Tenants on 4 September, 2020 is invalid in respect of the tenancy of the dwelling at Apartment 12, Fernley Court, Long Lane, Heytesbury Street, Dublin 8.

2. The Appellant Tenants shall pay the total sum of €3,292.70 to the Respondent Landlords, in 10 equal consecutive instalments at the rate of €300.00 per calendar month, on the 28th day of each month, followed by one further instalment of €292.70 in the immediately succeeding month commencing the next month after the date of issue of the Determination Order. This sum represents rent arrears of €4276.70, and repair and renewal costs of €2,516, having deducted the entire of the justifiably retained security deposit of €2000.00 and damages of €1500 awarded to the Appellant Tenants in respect of the consequences for them of the termination of the tenancy by means of an invalid notice of termination.

3. The enforcement of the Determination Order for such payment of €3,292.70 will be deferred and the total sum owing reduced by the cumulative sum paid in the monthly instalments made by the Appellant Tenants to the Respondent Landlord on each due date until such time as the total sum of €3,292.70 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 Landlords.

The Tribunal hereby notifies the Residential Tenancies Board of this Determination made on 31/10/2021.

|  |  |
| --- | --- |
| **Signed:**  |  |

 **Finian Matthews, Chairperson**

 For and on behalf of the Tribunal.