**Residential Tenancies Board**

## RESIDENTIAL TENANCIES ACT 2004

**Report of Tribunal Reference No: TR0821-005061 / Case Ref No: 0421-68903**

**Appellant Tenant:** Ali Abbas

**Respondent Landlord:** Keith Synnott, Dermot Kane

**Address of Rented Dwelling:** 95 Redbrick House, Straffan, Co. Kildare,

**Tribunal:** Eoin Byrne (Chairperson)

James Egan, Dairine Mac Fadden

**Venue:** Virtual tribunal via Microsoft Teams

**Date & time of Hearing:** 02 December 2021 at 2:30pm

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| **Attendees:** | For the Appellant Tenant: Ali Abbas (Appellant Tenant), Tahereh Hemani (Appellant Tenant’s wife), Michael J. Donnelly BL (Counsel for the Appellant Tenant), Emily McTigue (Burns Nowlan LLP, Solicitor for the Appellant Tenant).  For the Respondent Landlord: Keith Synnott. |
| **In Attendance:** | RTB appointed stenographer/logger. |

**1. Background:**

On 8 April 2021, the Tenant made an application to the Residential Tenancies Board (“the RTB”) pursuant to s. 76 of the Residential Tenancies Act 2004, as amended (“the Act”). The matter was referred to an adjudication which took place on 17 June 2021. The adjudicator determined that:

1. The Notice of Termination with a date of service of 6th April 2021, served by the Respondent Landlord on the Applicant Tenant, in respect of the tenancy of the dwelling at Apt 3 Baybush, Straffan, Co. Kildare now known as 95 Redbrick House, Straffan, Co. Kildare, is invalid.

2. The Respondent Landlord shall pay the total sum of €10,000 to the Applicant Tenant within 28 days of the date of issue of the Determination Order, being damages of €10,000 for the consequences of unlawfully terminating the Applicant Tenant's tenancy of the above dwelling.

Subsequently valid appeals were received from the Tenant and the Mr. Synnott by the RTB on 24 and 26 August 2021 respectively and thereafter approved by the Board. The RTB constituted a Tenancy Tribunal (“the Tribunal”) and appointed Eoin Byrne, Dairine Mac Fadden and James Egan as Tribunal members, pursuant to ss. 102 and 103 of the Act and appointed Eoin Byrne to be the chairperson of the Tribunal (“the Chairperson”).

On 6 November 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 2 December 2021, the Tribunal convened a virtual hearing by Microsoft Teams at 2:30pm.

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

* 1. RTB File

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

As it was a virtual hearing, there was no further documentation submitted.

**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 with the parties that they had received the relevant papers from the RTB in relation to the case and that they had received the RTB document entitled “Tribunal Procedures”.

The Chairperson explained the procedure which would be followed. In particular, he outlined that the Tribunal was a formal procedure but that it would be held in as informal a manner as was possible, that the person who appealed first in time (in this case, for ease of reference only, referred to as “the Appellant” or “the Appellant Tenant”) would be invited to present his case first, that there would be an opportunity for cross-examination by the Respondent (in this case, for ease of reference only, referred to as “the Respondent” or “the Respondent Landlord”), that the Respondent would then be invited to present his case, and that there would then be an opportunity for cross-examination on behalf of the Appellant. The Chairperson explained that following this, both parties would be given an opportunity to make a final submission. He reminded the parties that the hearing was a de novo hearing.

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

The Chairperson also reminded the parties that as a result of the hearing that day, the Board would make a Determination Order which would be issued to the parties and could be appealed to the High Court on a point of law only. Prior to commencing evidence, the Chairperson reminded the parties that it was open to them to reach an agreement. The Chairperson advised the parties of the benefits of reaching an agreement and advised them that any agreement reached would be capable of retaining the enforceability of an order of the RTB. The Chairperson indicated that, if the parties wished to discuss matters among themselves, the Tribunal would leave the virtual hearing and allow them to discuss matters between themselves on a without-prejudice basis. The parties did not wish to avail of this opportunity.

All parties intending to give evidence gave an affirmation. The Tribunal asked the parties what matters could be noted as agreed. The list of matters referred to below were noted as agreed.

**5. Submissions of the Parties:**

Appellant Tenant’s case:

Counsel for the Appellant Tenant submitted that the landlord in the present case was Dermot Kane, not Keith Synnott, and that the Appellant Tenant had dealt with Mr. Kane throughout the tenancy. He also outlined that the case centred on the events of 29 April 2021 and that he did not believe those events were accidental. He indicated that the case centred on the identity of the Respondent and the value of the property damaged or lost.

Evidence of the Appellant Tenant:

The Appellant Tenant outlined that his wife had found the property in this case on the daft.ie website in 2018 and spoke to Dermot Kane, who promised a lease and paperwork. He indicated that he had paid the deposit to Dermot Kane and that it was Mr. Kane who had signed the rent supplement documentation. He also indicated that any time he had an issue with the dwelling, including in discussions over the rent, he spoke to Mr. Kane about them.

He continued to note that Mr. Kane initially informed him in December 2020 that the dwelling in question would have to be demolished but that Mr. Kane would find them another property. He indicated that in January 2021 Mr. Kane did show them another property but that they did not like that property. He further stated that Mr. Kane signed rent supplement documentation and provided a reference. He submitted that the RTB and Threshold informed him that he should not leave the dwelling until he received a proper legal notice to leave the dwelling and that it was only in April 2021 that Mr. Kane informed him that he could not provide a proper notice because Mr. Synnott was the actual landlord.

He outlined that he had had communication with Mr. Synnott from September 2019 onwards and had on occasion paid rent to Mr. Synnott but got to know that Mr. Synnott was a caretaker and worked as an agent for Mr. Kane. He also stated that Mr. Kane put him under pressure and pushed him to leave the property or else Mr. Kane would be facing a large court fine.

He indicated that he had always spoken to Mr. Kane as a landlord, that Mr. Kane had provided a reference letter, that in text messages Mr. Kane represented himself as the landlord and that Mr. Kane never presented himself as an agent. He stated that Mr. Synnott only appeared to be the landlord in April 2021.

In respect of the events of 29 April 2021, he outlined that a number of other cabins on the plot had already been demolished and that only two apartments were left, specifically his and the other one connected to his (i.e. part of the same cabin). He indicated that the tenants of the neighbouring cabin had vacated on 27 or 28 April and that all other properties on the site had been demolished already. He stated that he left for work that morning and met Mr. Synnott on the way.

He indicated that on the evening of 29 April 2021, at approximately 6pm, he received a phone call from Mr. Synnott saying that there had been an accident and that the dwelling had been damaged. He stated that he first contacted the RTB then the Gardaí in Celbridge, then went to the dwelling and saw Mr. Synnott taking his belongings and putting them in the van, including important documentation such as his immigration file. He outlined that Mr. Synnott informed him that it was too risky for the Appellant Tenant to enter the dwelling. He stated that he asked Mr. Synnott why he, Mr. Synnott, had not informed the Appellant Tenant when the accident occurred, as it had occurred at approximately 2pm. He also indicated that the bedroom was not damaged and that it was only the hall area, and items in the hall, that had been damaged, as it was only the roof over that part of the dwelling that had been removed. He stated that he did believe that the belongings were removed after the damage had occurred.

He further outlined that he had no food at that stage, and that he was fasting given that it was a month of fasting; he further stated that he suffered a panic attack and had to attend hospital by ambulance. He outlined that he received most of his belongings back two days later at a storage facility but that his main concern was missing gold, which he had not recovered. He indicated that he spoke to his wife about the pouches of gold in question. He further stated that a friend told him he should report the matter to the Gardaí. He indicated that there were three people present at the dwelling on the day in question touching his belongings, specifically Mr. Synnott and two other people. He stated that the gold in question had been bought for him by his father as a wedding gift and relied upon the receipt submitted in this respect.

The Appellant Tenant also outlined that his wife had left the country on 19 April 2021 to visit her parents in Iran and had been due to return on 5 May. He further indicated that his daughter had slipped and suffered a head injury while there and that this had not occurred in Ireland. In respect of the loss suffered, he outlined that he was now living in a house share situation and was not able to bring his wife back initially because he was unable to find proper accommodation for his family. He stated that his wife only returned in October 2021 because her visa was due to expire in January and that they are now living in a small room, paying €800 per month, and are struggling to survive, along with €289 per month for storage of their belongings. He indicated that the dwelling in this case in which he had been living was a two bedroom, one bathroom apartment, and that it was well insulated and well heated, whereas now they lived in a shared house and shared a kitchen and bathroom.

In respect of the gold in question, he outlined that his wife had gold jewellery and it had been recovered but that his father, Ali Hussain, had also bought gold in Pakistan prior to their wedding, and that was the gold, which he said had been in a transparent pouch, that had gone missing. He indicated that the receipt in question showed the value of gold in Pakistani Rupees at that time. He submitted that this was equivalent to approximately €16,000 or €17,000 at that time but that, on exchange now, the gold was worth in excess of €30,000.

The Respondent Landlord was afforded the opportunity to cross examine but declined.

Respondent Landlord’s case:

Keith Synnott’s evidence:

Mr. Synnott outlined that he had removed all belongings from the dwelling but did not see a transparent pouch with gold and returned all belongings.

He further outlined that the cabin in question belonged to him. However, he stated that as he lived in Wexford, Mr. Kane looked after the tenancy for him and collected rent. He further stated that Mr. Kane took some commission from the rent. He also outlined that Mr. Kane owned the other cabins on the dwelling and dealt with all of them. He further indicated that his case was that the Appellant Tenant had all his belongings returned to him after the events of 29 April. He also submitted that he was unaware that the Appellant Tenant’s wife was in Iran at that time, as he had been told that the Appellant Tenant’s daughter had slipped and that the Appellant Tenant’s wife was in Tallaght Hospital with her.

In respect of the events of 29 April, he indicated that he had been using a digger to remove beams from the neighbouring cabin but that he was able to do so without interference to the dwelling in this case as there was a solid block wall between the cabins. However, he stated that as he was lifting the beam and moving the joysticks, a hydraulic fluid pipe burst and sprayed him in the face and that, as a result, he removed his hands from the control, leading to the arm of the machine swinging around and hitting the wall, resulting in the damage to the dwelling in this case. He stated that it was a large machine with a 22-tonne bucket and that the damage happened very quickly. He outlined that, after the incident, he shut down the machine, went to a nearby tap and rinsed his face and eyes. He stated that another person who lived there heard what happened and came to his assistance. In respect of the Appellant Tenant’s belongings, he indicated that he had a large van and, afraid the dwelling could collapse, they went in and removed the belongings and packed them in the van.

In respect of the documentation submitted, including the reference letter and rent supplement documentation, he indicated that Mr. Kane had dealt with those matters and that he let Mr. Kane deal with those matters. He indicated that he did not know why Mr. Kane said that he, Mr. Kane, was the landlord of the dwelling and would not put too much on the grammar of those messages. Mr. Synnott reiterated that the cabin in question belonged to him and that Mr. Kane only collected rent, but kept some money as the cabin was built on Mr. Kane’s land and Mr. Kane collected the rent.

He further outlined that the Appellant Tenant never once contacted him subsequently to see if Mr. Synnott had found him another place. He accepted that the Appellant Tenant was entitled to damages but stated that he did not believe anything above €5,000 was fair. He reiterated that all items were taken and put in the van and that all of the Appellant Tenant’s personal belongings were returned.

In response to questioning from the Tribunal, Mr. Synnott indicated that he did not require a SafePass to operate the digger in question as it was on a private site and he was self-taught but had been using machinery like that for a number of years.

In cross-examination, he indicated that the lease for the land which he had submitted was witnessed by his solicitor but that his solicitor had since died of a heart attack and that the lease was a valid document. He indicated that he did not think it was relevant that the Appellant Tenant did not know that he was the landlord until April 2021 and that the Appellant Tenant had been living in a warm, cosy and cheap apartment, as the rent was well below market rent.

He also indicated that he asked Mr. Kane to register the tenancy on his behalf, as he was in the background and living in Wexford. He outlined that there were a number of mistakes and that he was sorry for that and that he could not change history but that he would never have got involved and put the cabin there. He indicated that he had done so in an attempt to supplement his income. He reiterated that he was the landlord, not Mr. Kane, and denied that the tenancy was between the Appellant Tenant and Mr. Kane.

Closing submissions:

Counsel for the Appellant Tenant submitted that there was confusion as to the identity of the landlord and reiterated that the Tribunal had heard evidence that Mr. Kane was at all times the landlord and dealt with the Appellant Tenant on all matters of substance. He reiterated that the Appellant Tenant had never been provided with copies of any orders requiring the dwelling to be demolished. He further submitted that the Appellant Tenant had given evidence of the loss suffered, including in respect of missing items and the ongoing nature of his loss, as a result of not finding suitable alternative accommodation. He reiterated that the deposit of over €1,000 had also not been returned, that the storage fees now exceeded €2,300 and that the loss continued to escalate. He indicated that the Appellant Tenant had not referred to his daughter being in Tallaght Hospital at any stage and that that was not accurate. He stated that there was evidence of significant loss and that any order should be made against Mr. Kane or against Mr. Kane and Mr. Synnott jointly. As such, the Appellant Tenant’s claim was that there was an unlawful termination, that his deposit had been unjustly retained and that he had suffered considerable loss arising from the manner of the termination of his tenancy.

Mr. Synnott reiterated that the Appellant Tenant had referred to his child being in Tallaght Hospital and that that was what he had been told; he indicated that he had nothing further to add beyond what he had already said. As such, his claim was that he was the landlord, that the Tenant had suffered some loss, but that there was no missing gold, and any award of damages should be reduced.

**6. Matters Agreed Between the Parties**

The parties agreed that the address of the dwelling was Apartment 3, Redbrick House, Redbrick, Baybush, Straffan, Co. Kildare. They agreed that the tenancy commenced on 3 August 2018, that monthly rent was €1,060, that the Appellant Tenant paid a deposit of €1,020, that this deposit had not been refunded after the end of the tenancy, that rent was paid up until 30 April 2021 and that the Appellant Tenant had received a photograph of a letter from Mr. Kane on 6 April 2021.

**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 Tribunal finds that Dermot Kane was the landlord in the relationship between the parties and was acting on his own behalf, not as agent for Mr. Synnott.

Reasons: As a preliminary matter, Mr. Kane was on notice of the Tribunal hearing and was on notice that the Appellant Tenant contended that he was the landlord of the tenancy in this case. While an email was sent to the Tribunal staff, seemingly on his behalf, indicating that he was not the landlord, that does not change the fact that he was on notice of the contention and the fact that he was on notice of the fact that the Appellant Tenant was seeking redress against him as landlord. Accordingly, it was proper for the Tribunal to consider the claim that Mr. Kane was the landlord in the present case.

In the present case, the evidence is uncontroverted that the Appellant Tenant paid his initial deposit and rent to Mr. Kane. Mr. Kane provided a reference letter dated 6 April 2021 in which he stated that “Ali and Tahera Abbas have been tenants of mine for over two years”. There is no dispute as to the fact he is the registered owner of the land in question. There is no dispute as to the fact that he completed documentation for rent supplement in early 2021, identifying himself as the landlord of the dwelling. The text messages submitted also show that it was Mr. Kane who discussed the level of the rent and whether rent could be reduced or could even be increased. In those messages, he never disputed that he was the landlord at that time, on the evidence available to the Tribunal. He also contended that rent could be increased, which tends to show that he was the landlord of the tenancy.

The first indication that he was not the landlord came in April 2021; the Tribunal does not accept that Mr. Synnott was the landlord, where Mr. Kane had at all stages prior to that held himself out to be the landlord, had collected rent on occasion (albeit Mr. Synnott also collected rent on occasion), had discussed the level of the rent with the Appellant Tenant, had completed documentation naming himself as the landlord for the purposes of rent supplement and indeed had registered the tenancy.

The only objective evidence submitted which could show otherwise is an agreement dated 1 September 2017, signed by Mr. Kane and Mr. Synnott. However, while this does tend to show that there was an agreement between them for the lease of certain land, it does not show that the cabin in the present case was constructed on that land, nor does it show that Mr. Synnott actually owned the cabin in the present case. As such, it does not prove that Mr. Synnott was the landlord of the dwelling in this case.

Accordingly, having considered all the evidence given in the present case, the Tribunal is satisfied that the landlord of the dwelling in the present case was Mr. Kane. There is no dispute as to the fact that Mr. Synnott carried out works at the dwelling and there is no dispute as to the fact there is a relationship between Mr. Kane and Mr. Synnott. The Tribunal is also satisfied that at all times Mr. Synnott was acting on behalf of Mr. Kane in respect of the tenancy in this case.

Finding 2: The Tribunal finds that the tenancy on the dwelling was terminated on 29 April 2021 as a result of actions carried out on behalf of the landlord Mr. Kane, that this termination was unlawful and that the Appellant Tenant suffered considerable loss as a result.

Reasons: Under s. 12(1)(a) of the Act, every landlord owes every tenant a right to peaceful and exclusive occupation of the dwelling. Tenancies may only be terminated in accordance with the provisions of the Act; under s. 58 of the Act, termination of tenancies by means not provided under Part Five of the Act are prohibited.

In the present case, the tenancy was terminated by the actions of Mr. Synnott and through his use of the digger in question. Again, Mr. Kane was on notice of the fact that the Appellant Tenant believed he was liable for all losses and damages in this case and, as such, it is appropriate for the Tribunal to consider these issues and reach conclusions on them. As noted, the Tribunal is satisfied that Mr. Synnott was at all times acting on behalf of Mr. Kane. As such, Mr. Kane is liable for the actions of Mr. Synnott in this case.

Whether the actions of Mr. Synnott were deliberate or reckless is not particularly relevant to the resolution of the dispute in this case; what is clear is that Mr. Synnott was acting in the vicinity of the dwelling in this case in a large digger and that the dwelling in this case was severely damaged, such as to render it uninhabitable. At the very least, his actions were reckless, in using that machine in that manner that close to the dwelling in question, in particular where he was attempting to demolish a dwelling which shared a party wall with the dwelling in this case. While the digger may have had a hydraulic leak, this does not explain why the digger was being used so close to the dwelling on the date in question. No evidence has been given as to why the demolition of that dwelling could not have awaited a valid termination of the tenancy in this case. Indeed, the Tribunal notes that it has been given no independent evidence showing a court order or planning enforcement notice requiring the destruction of the dwellings in this case. The Tribunal does not need to be satisfied that the incident in question in this case was deliberate but the Tribunal is nonetheless satisfied that the actions of Mr. Synnott in this case were at the very least reckless.

The Appellant Tenant was not given notice that termination of his tenancy would occur on 29 April 2021. While Mr. Kane had indicated on 6 April 2021 that services would be disconnected and that the cabin had to be removed by the end of April 2021, this was not proper notice under the Residential Tenancies Act 2004 and did not comply with ss. 34 or 62 or the other relevant sections of the Act. This notice and resultant uncertainty also increased the distress suffered by the Appellant Tenant. While a notice of termination with a termination date in August 2021 was subsequently served by Mr. Synnott, this does not change the fact an invalid notice was served in early April 2021, stating that the dwelling had to be vacated by the end of the month, and that this also caused distress to the Appellant Tenant.

There is no dispute as to the fact that the dwelling in this case was severely damaged by the actions of Mr. Synnott. These actions were such as to render the dwelling uninhabitable. The Appellant Tenant and his family have suffered considerable loss as a result of this; there is no doubt that this loss was entirely foreseeable. While Mr. Kane and Mr. Synnott may not have been aware that the Appellant Tenant’s wife was not in the country at the time, the Tribunal accepts that she was not; while there may have been a misunderstanding at the time, there is no basis to conclude that the Appellant Tenant’s claim in this regard is not credible. It is also foreseeable that terminating a tenancy may result in severe disruption to family life, including difficulty in finding suitable alternative accommodation.

The Appellant Tenant has incurred considerable storage expenses, in the region of €289 x 8 = €2,312, and these costs are continuing. He was separated from his wife and young child as a result of the manner of the termination of the tenancy in this case for a number of months. They are now living in significantly less suitable accommodation and having difficulty in finding appropriate accommodation and this is causing ongoing inconvenience.

These are serious consequences and caused the Appellant Tenant serious loss, distress, inconvenience and expense, including at a time when he did not have the support of his family. He also suffered considerable inconvenience and difficulty in finding suitable alternative accommodation, and this is ongoing. As a result, he is entitled to significant damages in this respect. Given the nature of the loss suffered, and the ongoing nature of the loss, the Tribunal is satisfied that the Appellant Tenant is entitled to damages in the amount of €15,000, being approximately €2,000 a month from the date of the incidents of 29 April to the date of the Tribunal hearing, given the nature of the loss and the inconvenience suffered.

There is also no dispute as to the fact that Mr. Synnott proceeded to enter the dwelling to remove the Appellant Tenant’s belongings, without first contacting the Appellant Tenant. While there may have been an urgent need to remove belongings before the dwelling collapsed, that does not explain the significant delay in informing the Appellant Tenant in this case. In those circumstances, the Respondent Landlord and those acting on his behalf have a liability to take care of the Appellant Tenant’s belongings. Where belongings are mislaid or go missing as a result, this is a consequence of the actions carried out on behalf of the Appellant Landlord as a result of the breach of obligations, in terminating the tenancy otherwise than in accordance with the Act and in interfering with the Appellant Tenant’s right to peaceful and exclusive occupation of the dwelling. As such, if belongings are lost or not returned to the Appellant Tenant, it is appropriate for the Tribunal to award redress in this respect, in particular given the delay in informing the Appellant Tenant of the damage to the dwelling.

The Appellant Tenant has given evidence that belongings of his went missing, including gold. There is no reason to doubt the credibility of this evidence. He has submitted receipts showing the purchase of the gold. There is no dispute as to the fact the price of gold has increased since the gold was purchased in this case and that the value of the gold at the time of purchase was equivalent, at that time, being in excess of €17,000. The Tribunal is also satisfied that the Appellant Tenant has explained how he came to own the gold in question and that it was his gold.

As such, where the Appellant Tenant has shown an entitlement to general damages of €15,000, damages of €2,300 approximately in respect of storage costs, and damages in respect of lost belongings in excess of the amount of €17,000, the Tribunal is satisfied that he is entitled to redress at the very least equal to the jurisdiction of the Tribunal of €20,000.

Finding 3: The Tribunal also finds that the landlord Mr. Kane unjustifiably retained the deposit of €1,020 and overpaid rent of €69.70 following the termination of the tenancy in this case.

Reasons: As noted, the tenancy in this case was unjustifiably terminated on 29 April 2021. The Appellant Tenant had paid rent for the month of April 2021. As such, the Appellant Tenant is entitled to be refunded the rent paid for 29 and 30 April 2021. This is two days rent. The daily rate of rent was €1,060 x 12 / 365 = €34.85. As such, two days rent is €34.85 x 2 = €69.70. This sum should be refunded to the Appellant Tenant. Similarly, under s. 12(1)(d) of the Act, a landlord is under an obligation to repay a tenant their deposit promptly upon termination of a tenancy. The only exception to this is under s. 12(4), if there are rent arrears or if there has been damage to the property caused by the tenant beyond normal wear and tear. There is no dispute in this case alleging any such damage or rent arrears. Accordingly, these sums are also due to the Appellant Tenant.

Accordingly, the Tribunal is satisfied that the total sum owed to the Appellant Tenant exceeds the jurisdiction of the RTB of €20,000 in the circumstances of this case under s. 115(3)(a) of the Act. As such, the sum of €20,000 only shall be awarded to the Appellant Tenant.

Given the ongoing nature of the loss, and the right of the Appellant Tenant to a prompt remedy, the Tribunal is satisfied that this sum should be paid by the Respondent Landlord to the Appellant Tenant within 28 days of the date of issue of the determination order in this case.

As the Tribunal may only reach a determination in respect of disputes between landlords and tenants, it is appropriate that the order should be made against Mr. Kane only. While Mr. Synnott was acting on behalf of Mr. Kane, the Tribunal is not satisfied that it would be appropriate to make any order against Mr. Synnott.

**8. Determination:**

**Tribunal Reference TR0821-005061**

**In the matter of Ali Abbas (Tenant) and Dermot Kane (Landlord) the Tribunal in accordance with section 108(1) of the Residential Tenancies Act 2004, determines that:**

The Respondent Landlord Dermot Kane shall pay the total sum of €20,000 to the Appellant Tenant within 28 days of the date of issue of the Determination Order, being damages of €20,000 for the consequences of unlawfully terminating the Appellant Tenant’s tenancy of the dwelling at Apartment 3, Redbrick House, Redbrick, Baybush, Straffan, Co. Kildare.

The Tribunal hereby notifies the Residential Tenancies Board of this Determination made on 13 December 2021.

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| **Signed:** |  |

**Eoin Byrne Chairperson**

For and on behalf of the Tribunal.