

Residential Tenancies Board

RESIDENTIAL TENANCIES ACT 2004

Report of Case Reference: TR0001110 / Case Reference: DR0004937

Appellant Landlord(s): Tempus Realty Holdings (Ireland) Limited

Respondent Tenant(s): Radu Alexandru Szakacs, Jennifer Howe

Address of rented dwelling: 46 New Seskin Court, Arena, Whitestown Way,
Dublin 24, D24RW35

Tribunal: Michael Valleley (Chairperson)
Dervla Quinn, Peter Shanley, Michael Valleley

Venue: Virtual

Date & time of hearing: 12/12/2025 10:30:00

Attendees: For the Appellant Landlord: Aidan Ryan
Chartered Assets Property Limited, Lucian
Dordea Chartered Assets Property Limited
For the Respondent Tenants: Radu Alexandru
Szakacs, and Jennifer
Howe

1. Background:

Adjudication

2. Documents submitted prior to the hearing included:

3 RTB Dispute Case Files
Adjudication Report
5 RTB Tribunal case Files

3. Documents submitted at the hearing included:

None

4. Procedure:

At the outset, the Chairperson asked the parties in the hearing to identify themselves and to identify in what capacity they were attending the Tribunal.

The Chairperson confirmed with the parties present that they had received the relevant papers from the Residential Tenancies Board (the RTB) in relation to the case and that they

had received the RTB document entitled "Tribunal Procedures". The parties confirmed that they had done so, and it was confirmed that they had read and understood them. The Chairperson indicated that he would be willing to clarify any queries in relation to the procedures either then or at any stage during the course of the Tribunal hearing. It was also explained that the decision of the Tribunal would be in the public domain.

The Chairperson explained that the Tribunal was a formal procedure but that it would be conducted as informally as was possible.

The Chairperson explained the procedure which would be followed; that it would normally be the case that the Appellant Landlord's agent would give their evidence first with an opportunity for questions / cross-examination by the Respondent, that the Respondent Tenants would then give their evidence with an opportunity for questions / cross examination by the Appellants agents, and that both parties would then be invited to make a closing submission. The Tribunal might ask questions from time to time, and the Tribunal would consider any documentation or submissions that had been made by the parties. He also stated that the parties must follow any instructions given by the Chairperson.

The Chairperson stated that all evidence would be taken on affirmation and be recorded by the official stenographer present and he reminded the parties that knowingly providing false or misleading statements or information to the Tribunal was an offence. It was explained to the parties that as a result of this Hearing, 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 pursuant to Section 123(3) of the 2004 Act. All persons giving evidence to the Tribunal then gave an affirmation. The de novo aspect of the hearing was explained.

5. Verbal Submissions

Mr Aidan Ryan Landlord's representative

Standard and Maintenance

There was a problem with the cooker hob in September 2023 and the tenants stopped paying their top up rent additional to the Hap payment. There was a report as to issues with the apartment received from Dublin City Council. This is in Dispute Case File 3 page 21. There were ongoing mould problems and some works were carried out but the tenants still continued not to pay. The tribunal asked about the latest DCC report October 2025 Tribunal Case File 3 Page 19 which indicated 3 issues being the leak, bathtub and evacuation plans and some mould still causing problems. He stated that the Landlord was communicating with the management company to address the leak. Some additional works were carried out and there is an invoice in Tribunal Case File 3 Page 51.

Cross-Examination by Mr Radu Szakacs (Tenant)

He stated that he had fallen in the apartment and hit his head and had breathing problems caused by the mould and could no longer work. He questioned why the landlord did not

have information on problems going back to 2019 and they had submitted no evidence and did not respond to issues raised by the tenant. He stated that there was still mould today and asked why had Mr Lucian Dordea come into the dwelling uninvited. He stated that the landlord wanted to terminate their tenancy and rent to a new tenant at a higher rate. He asked why the sink and mould had not been fixed, and Mr Ryan stated that the pictures of the mould submitted by the tenants predate the works done and do not show the current picture.

Ms Howe, the second named Tenant, questioned the representative as to the emails they has sent showing the mould problems and maintained that the landlord was aware of problems.

Lucian Dordea (project manager, Landlord's agent):

He said that the dwelling was a 6th floor apartment and their ceiling is just below the roof and that the problem was a management company issue not the landlord's. He confirmed that two attempts had been made to fix the leak. He was asked when the last attempt had been made and he stated that once they received the October 2025 Dublin City Council DCC report they went to fix the issue. He was asked why there was a repeat of the leak and that the ceiling light had fallen. He replied that leaks can reoccur and they were working with the management company and their hope is that it will be fixed.

Mr Ryan was asked did he accept there are still mould issues and he said they were not denying or confirming this. He updated the tribunal that the rent arrears was €9706.16 as of the date of the hearing.

Notice of Termination

Mr Ryan referred the tribunal to the Notice of termination dated the 9th January 2025, Dispute Case File 2 Page 42, which stated that the rent arrears were in the amount of €3887.16 and gave the tenants 30 days' notice which was in excess of the statutory 28-day period. The adjudicator has invalidated the notice on the basis that the amount of arrears which was stated in their warning notice for rent arrears being due by the respondent tenants on the 12th day of December 2024 was €3,672.16, which had included an amount for December 2024 which did not accrue until the 13th day of December 2024 and therefore was wrong.

Mr Ryan referred to the tenancy agreement dated the 11th March 2021, Case File 3 Page 2 onwards, which was a new agreement, and he stated that the rent date for the payment of rent was the 11th of each month and therefore the December 2024 rent was due and owing so the warning notice was correct and €3,672.16 was the amount due, so the subsequent notice served 28 days later on the 9th of January 2025 was valid and the tribunal should uphold it as valid.

He was further asked about the Landlord's evidence and that the tenants did not pay the rent because of the mould issues. It was put to him that when the agents came to the property that they said to forget about the rent arrears which was denied.

Mr Radu Szakacs' (Tenant) Evidence

We have to fight for everything and we have rights, and they think that every Hap top up should be repaid to them because of the condition of the property, which is not fit. He has taken numerous photographs of the mould which are in the case files. They are suffering major health issues due to mould, and he has breathing problems and the towels are covered with mould. During the tribunal hearing, he walked through the apartment highlighting the mould problems throughout the dwelling including the blinds, bathroom and balcony. He said the walls had been cleaned repeatedly but that the mould kept coming back. This is the worst time of his life and the landlord should be ashamed and they put up the rent only when the Tenants complained. The agents told us to forget about the arrears, and there was no issue raised about a dog they had. Mr Dordea from Chartered came to the apartment and mocked and screamed at him. He also repeatedly came to the apartment with his own key and they want to kick us out and rent at a higher amount. He will not pay for something that is uninhabitable and is obviously a bad investment by the owner. They were living like animals in an apartment that is a hot box of mould. He has had enough of Chartered Assets who are kicking people out of the apartments. They have had 7 years of mould problems and have to leave windows open continually to ventilate.

Cross Examination by Mr Ryan

He asked the tenants about their claims of health problems of breathing and skin conditions. Mr Szakacs confirmed he was a smoker and Ms Howe clarified that she had a skin condition when young, but that it had gone and only came back when exposed to the mould. They slept on mouldy beds and there was mould in the water which triggered her eczema and she believed it may have caused her to lose a baby. He asked about mould in the water and Ms Howe repeated there was mould.

Closing submissions

The Landlord hoped that the termination notice would be upheld. The property was not suitable for the tenants with four children. They have done as much as they could to maintain the dwelling. They are proactive and there are no mould issues in any of their multiple apartments in the building.

The tenants believed that the agents should come and look at the conditions that they have to live in with their family and they will see a home riddled with mould. It has gone on for too long and it is most unfair and has caused problems to their children including skin ulcers, and they have to sleep on the floor. They should be compensated for a higher figure than the €2163 awarded by the adjudicator.

6. Matters agreed between the parties:

Rent Arrears are €9706.16

7. Findings and reasons:

7.1: The Respondent Tenants' claim against the Applicant Landlord for Breach of Landlord obligations pursuant to Section 12(1)(b) of the Act is upheld.

Reasons:

Obligations of repair and maintenance are imposed on landlords mainly through statute.

The Residential Tenancies Act 2004 applies to the tenancy in this case. Important statutory provisions regarding a landlord's obligations of repair and maintenance are also contained in Section 18 of the Housing (Miscellaneous Provisions Act) 1992 which empowers the Minister to make regulations prescribing standards for houses. The Housing (Standards for Rented Houses) Regulations 2019 were made under Section 18 of the 1992 Act. The 2019 Regulations impose obligations on landlords in respect of repair, maintenance and condition of a rented dwelling. The Residential Tenancies Act 2004 also imposes repair and maintenance obligations on landlords with respect to the structure and interior of a dwelling. The standards prescribed by the Residential Tenancies Act 2004 and regulations made under Section 18 of the 1992 Act are the minimum standards that must be complied with by landlords.

Section 12(1)(b) of the Residential Tenancies Act 2004 states that a landlord must carry out to: "the interior of the dwelling all repairs and replacement of fittings as are from time to time necessary, so that the interior and fittings are maintained in the condition they were in at the commencement of the tenancy and in compliance with any statutory standards prescribed."

The tribunal is satisfied on the evidence presented at the hearing along with the clear photographic evidence that there has been and still are problems with mould, mildew and dampness in the dwelling.

The tribunal also notes the oral evidence and walk through of the property by Mr Skacazs that displayed current mould issues and Ms Howe's clear evidence in response to mould in the water that it still persists. The latest October 2025 report of the DCC is also noted by the tribunal where there is still mention of mould. The evidence of both tenants as to the effect on them was most compelling.

The tribunal rejects the suggestion by the Landlord agents that the responsibility for the problem was with the Management Company and that the Landlord has a statutory obligation to maintain the property which it has failed to do and must be liable for the inconvenience, stress and upset caused to this family by its breach of their obligation for failing to address, in a timely manner, the repair and maintenance of the property. The proper and proportionate amount for damages for the breach is measured at €5000.

7.2 Finding: The Tenants are in breach of their obligation under Section 16 (a) of the Act to pay rent on the day it falls due and the arrears of rent due at the date of the Tribunal hearing (12th December 2025) are €9706.16.

Reasons:

Section 16(a)(i) of the Act obligates a tenant to pay rent to the landlord or his or her authorised agent (or any other person where required to do so by any enactment), in this case the Landlord has proven that the Tenant has failed to pay rent to the Landlord in the cumulative sum of € €9706.16 as the build-up and quantum is evidenced and the Tenant has not challenged the claim or submitted a defence other than he was willing to pay all arrears.

The Tenants agreed that rent arrears of €9706.16 were outstanding on the date of the tribunal hearing.

7.3 Finding : The rent in respect of the tenancy of the property is €2,163 payable monthly in advance on the 11th day of each month.

Reasons:

No issue was taken by the tenants as to the monthly rent figure of €2,163 and the Landlord's agent Mr Ryan has satisfied the tribunal on the balance of probabilities that the payment day for rent is the 11th of the month as evidenced by the 11th March 2021 commencement date of the lease agreement between the parties.

7.4 Finding: The Notice of Termination served by the Landlords on the Tenants on the 9th January 2025 with a termination date of 9th February 2025 is invalid.

Reasons:

The Tribunal accepts the Landlords' evidence that Prior to the service of the Notice of Termination on the Tenants on 9th January 2025, the Landlords served a Warning Notice for rent arrears by ordinary prepaid post on the 12 December 2024 and that it was also served on the RTB on the same date. The Warning Notice stated that rent arrears of €3,672.16 were owed and warned the Tenants that if they failed to pay the monies owed within 28 days the Landlords were entitled to terminate the tenancy by serving a Notice of Termination on them. The Warning Notice served met all the relevant statutory provisions.

However, Section 67(3) of the Act, as amended by section 12 of the Residential Tenancies and Valuation Act 2020 requires that where the reason for a proposed termination of a tenancy is for failure to pay an amount of rent due, the condition specified in section 67(3) must be met, before serving a Notice of Termination giving 28 days' Notice of Termination, namely:

The Respondent Tenant and the Board have been given a notification (in such form as may be specified by the Board) in writing by the Appellant Landlord that such an amount of rent as is specified in the notification has not been paid to the Appellant Landlord, and

(b) That amount is not paid to the Appellant Landlord within a period of 28 days following- (i) Receipt of the notification by the Respondent Tenant, or (ii) Receipt of the notification by the Board, whichever occurs later.

The warning notice was dated the 12th of December 2024 giving the tenants 28 days to clear the rent arrears which they didn't do. The landlord then served a notice of termination on the 9th of January 2025 giving the tenants 30 days' notice a couple of days an excess of the 28 day requirement. However, the original 28 days to clear the rent arrears had not expired when they served the 9th of January 2025 notice of termination as only 27 days (ignoring the 1st date of the 12th of December 2024) had passed. The tribunal also notes that the original rental arrears notice of the 12th December 2024 stated that €3,672.16 was due and owing yet the notice of termination stated that €3887.16 was owing as of the 9th of January 2025 and the tribunal is making no finding on the different figures.

The tribunal does not see how this can be cured by serving a remedial notice of termination as the landlord simply had no right to serve any notice under S67 (3) whilst the 28 days period had not expired.

8. Determination:

Tribunal reference TR0001110

In the matter of Tempus Realty Holdings (Ireland) Limited, Appellant Landlord, and Radu Alexandru Szakacs and Jennifer Howe, Respondent Tenants, the Tribunal in accordance with Section 108 of the Residential Tenancies Acts 2004 to 2024, determines that:

1. The Respondent Tenants' claim against the Appellant Landlord for Breach of its obligations under Section 12 (1) (b) of the Act. is upheld and are awarded an amount of €5000.
2. The Notice of termination with a stated date of service of the 9th day of January 2025, served by the Appellant Landlord on the Respondent Tenant, in respect of the tenancy of the dwelling at 46 New Seskin Court, Arena, Whitestown Way, Tallaght, Dublin 24, D24RW35, is invalid.
3. The Respondent Tenants shall pay the total sum of €4706.16 to the Appellant Landlord, within 90 days of the date of issue of the Determination Order, being made up of the rent arrears of €9706.16 owed in respect of the tenancy of the above dwelling less the amount of €5000 awarded to the tenants for breach of Section 12 of the Act.
4. The Respondent Tenants shall continue to pay any further rent outstanding to the

Appellant Landlord from the 12th day of December 2025, being the date of the Tribunal Hearing, at the rate of €2,163 per month, or proportionate part thereof at the rate of €71.11 per day, unless lawfully varied, and any other charges as set out in the terms of the tenancy agreement, for each month or part thereof, until such time as the above dwelling is vacated by the Respondent Tenants and any other persons residing therein.

The Tribunal hereby notifies the Residential Tenancies Board of this Determination.

Signed:



Michael Valleley, Chairperson
For and on behalf of the Tribunal.