

Residential Tenancies Tribunal

Application [REDACTED]

Decision 21-0074-03

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 2:00 PM on 04 April 2022 via teleconference.
2. The applicant, [REDACTED] was represented at the hearing by [REDACTED] hereinafter referred to as “the landlord”. The respondent, [REDACTED] hereinafter referred to as “the tenant”, did not participate.

Issues before the Tribunal

3. The landlord is seeking an order for vacant possession of the rented premises.

Legislation and Policy

4. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
5. Also relevant and considered in this case is sections 18 of the *Residential Tenancies Act, 2018* and rule 29 of *The Rules of the Supreme Court, 1986*.

Preliminary Matters

6. The tenant was not present or represented at the hearing and I was unable to reach her by telephone. This Tribunal’s policies concerning notice requirements and hearing attendance have been adopted from the *Rules of the Supreme Court, 1986*. According to Rule 29.05(2)(a) respondents to an application must be served with claim and notice of the hearing 10 clear days prior to the hearing date and, where the respondent fails to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondent’s absence so long as she has

been properly served. The landlord submitted an affidavit with his application stating that he had sent the application and notice of the hearing to the tenant, by registered mail, on 04 January 2022 and as per subsection 42(6) of the Act, this was considered served on the fifth day after mailing. As the tenant was properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in her absence.

Issue 1: Vacant Possession of Rented Premises

Relevant Submissions

7. The landlord stated that he entered into a month-to-month rental agreement with the tenant on 21 April 2021 and a copy of that lease was submitted with the landlord's application (LL#1). The agreed monthly rent is set at \$263.00 and it was acknowledged that no security deposit was paid.
8. The landlord stated that 10 December 2021 he sent the tenant a termination notice, by leaving it on the door of the rental premises, and a copy of that notice was submitted with the landlord's application (LL#2).
9. That notice was issued under section 18 of the *Residential Tenancies Act, 2018* (notice of termination of rental agreement) and it had an effective termination date of 31 March 2022.
10. The landlord stated that the tenant has not moved out, as required, and he is seeking an order for vacant possession of the rented premises

Analysis

11. The relevant subsections of s. 18 of the *Residential Tenancies Act, 2018* state:

Notice of termination of rental agreement

18. (1) *A landlord shall give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential premises*

...

(b) not less than 3 months before the end of a rental period where the residential premises is rented from month to month

...

(2) In addition to the requirements under section 34, a notice under this section shall

(a) be signed by the person providing the notice;

(b) be given not later than the first day of a rental period;

(c) state the date, which shall be the last day of a rental period, on which the rental agreement terminates and the tenant intends to vacate the residential premises or the date by which the tenant is required to vacate the residential premises; and

(d) be served in accordance with section 35

12. Section 18 of the *Act* allows a landlord to terminate a rental agreement, on 3 month's notice, without having to provide reasons to either the tenant or this Board.
13. As the notice meets all the requirements set out in section 18 of the *Act* and as it was properly served, it is a valid notice and the tenant ought to have vacated the unit on 31 March 2022.

Decision

14. The landlord's claim for an order for vacant possession of the rented premises succeeds.
15. The tenants shall pay to the landlord any costs charged to the landlord by the Office of the High Sheriff should the landlord be required to have the Sheriff enforce the attached Order of Possession.

Issue 2: Hearing Expenses

16. The landlord paid a fee of \$20.00 to file this application. As his claim has been successful, the tenant shall pay this hearing expense.

Summary of Decision

17. The landlord is entitled to the following:
 - An order for vacant possession of the rented premises,
 - The tenant shall pay to the landlord the amount of \$20.00,

- The tenant shall also pay to the landlord any costs charged to the landlord by the Office of the High Sheriff should the landlord be required to have the Sheriff enforce the attached Order of Possession.

05 April 2022

Date

