

Residential Tenancies Tribunal

Application [REDACTED]

Decision 21-0186-05

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 11:00 am on 02 August 2021 via teleconference.
2. The applicant, [REDACTED] Investments Inc., 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 are sections 18 and 35 of the *Residential Tenancies Act, 2018*.

Preliminary Matters

6. The tenant was not present or represented at the hearing and there was no telephone number where she could be reached. 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) a respondent 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 he has been properly served. The landlord

submitted an affidavit with her application stating that the tenant had been personally served with notice of the hearing on 10 June 2021 and she has had 52 days to provide a response. 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 the Rented Premises

Relevant Submissions

7. The landlord stated that she had entered into a 1-year, fixed-term rental agreement with the tenant on 01 November 2019 and a copy of that lease was submitted with the landlord's application (■■■ #1). That lease expired in 2020 and reverted to a monthly tenancy. The agreed monthly rent is set at \$685.00 and it is acknowledged in the lease that the tenant had paid a security deposit of \$600.00.
8. The landlord stated that on 28 April 2021 she sent the tenant a termination notice, by courier, and a copy of that notice was submitted with the landlord's application (■■■ #2). 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 July 2021.
9. Also submitted with the application was the bill of lading from the courier, dated 28 April 2021 (■■■ #3).
10. The landlord stated that the tenant has not moved out of the property as required and she 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. (2) 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

...

(9) 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.

Decision

- 14. The landlord's claim for an order for vacant possession of the rented premises succeeds.
- 15. The tenant 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.

Summary of Decision

- 16. The landlord is entitled to the following:
 - An order for vacant possession of the rented premises,
 - 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.

25 August 2021

Date

