

Residential Tenancies Tribunal

Application [REDACTED]

Decision 21-0516-05

Jacqueline Williams
Adjudicator

Introduction

1. Hearing was called at 11:15 a.m. on 24-January-2022.
2. The applicant, [REDACTED] hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED] hereinafter referred to as “the tenant” did not attend.

Preliminary Matters

4. The tenant was not present or represented at the hearing and I was unable to reach him by telephone at the start of the hearing. 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 he has been properly served. The landlord submitted an affidavit (LL#01) with his application stating that he had served the tenant with notice of the hearing, personally on 11-January-2022. 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 his absence.

Issues before the Tribunal

5. The landlord is seeking vacant possession of the rented premises.

Legislation and Policy

6. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.

7. Also relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 18: Notice of termination of rental agreement.

Issue 1: Vacant Possession of the Rental Premises

Relevant Submissions

8. The tenant has lived at the rental premises for approximately 28 years. The rental agreement is a verbal agreement for a monthly term. The term runs from the 1st of the month to the end of the month, with rent due on the 1st day of each month.
9. The landlord said that the tenant hasn't paid rent since October 2021.
10. The landlord served the tenant with a "landlord's notice to terminate –standard" (LL#02). The notice is signed on the 01-August-2021 with a termination date of 31-October-2021. The landlord said he handed the notice to the tenant personally on 01-August-2021.
11. The tenant is still living at the premises.
12. The landlord is requesting vacant possession of the property.

Analysis

13. According to Section 18 of the *Residential Tenancies Act, 2018*:

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

(a) not less than 4 weeks before the end of a rental period where the residential premises is rented from week to week;

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

(c) not less than 3 months before the end of the term where the residential premises is rented for a fixed term.

.....

(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.

14. The termination form submitted by the landlord (LL#02) is the standard form offered from Residential Tenancies, the landlord has filled in the rental address, the date of termination and is signed, dated and served on the first day of the rental period. The landlord said that tenant was delivered this notice in person on 01-August -2021. This meets with the requirements of the *Act*.
15. The termination notice is valid and the tenant should have moved on 31-October-2021.

Summary of Decision

16. The tenant shall vacate the premises immediately.
17. The tenant shall pay to the landlord any costs charged to the landlord, by the Office of the High Sherriff, should the landlord be required to have the Sheriff enforce the attached Order of Possession.
18. The landlord is granted an Order of Possession.

January 28, 2022

Date

