

Residential Tenancies Tribunal

Application [REDACTED]

Decision 21-0558-05

Jacqueline Williams
Adjudicator

Introduction

1. Hearing was called at 11:14 a.m. on 10-February-2022.
2. The applicant, [REDACTED], represented by [REDACTED] hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED] hereinafter referred to as “the tenant” did not attend.
4. [REDACTED] submitted an Authorized Representative form (LL#01) naming [REDACTED] as her representative. He is the property manager.

Preliminary Matters

5. The tenant was not present or represented at the hearing and there was no telephone number available. 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 provided an Affidavit of Service (LL#02), he testified he personally delivered the notification of hearing on 20-January-2022 at 1:00 p.m. 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.

Issues before the Tribunal

6. The Landlord is seeking:
 - Premises vacated
 - Reimbursement for hearing expenses

Legislation and Policy

7. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
8. Also relevant and considered in this case are Section 18: Notice of Termination of Rental Agreement and Section 35 Service of Documents, of the *Residential Tenancies Act, 2018*.

Issue 1: Vacant Possession of the Rental Premises

Landlord's Position

9. The landlord provided the written rental agreement (LL#03) indicating that they entered into a written agreement with the tenant on 01-May-2020 for a term ending on 31-October-2020. Currently they are in a monthly term. The rent is \$800.00 a month, pay own utilities. The rental period is from the 1st of the month to the end, with payment due on the 1st of each month. A security deposit of \$500.00 was paid prior to the tenant taking possession of the property. The landlord is still in possession of this deposit.
10. The landlord submitted a Notice to Terminate Standard under section 18 of the Act (LL#04). He testified that he posted the notice on the tenant's door on 11-October-2021. He provided a picture of the notice affixed to the door (LL#01).
11. The Notice to Terminate Standard (LL#03) was signed on 11-October-2021 and was dated for a termination date of 31-January-2022.

Analysis

12. Section 18 of the *Residential Tenancies Act, 2018* states:

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

.....

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

.....

13. Section 18(2)(b) states that with a term lease a landlord must give notice of not less than 3 months' before the end of the rental period to terminate the rental agreement. The landlord does not have to provide an explanation for the termination of the tenancy.
14. The landlord's notice to the tenant meets the requirement of the *Act* and is a valid termination notice.

Decision

15. The landlord's claim for an order for vacant possession succeeds.
16. The tenant shall vacate the premises immediately.
17. 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.

Issue 2: Hearing Expenses

18. The landlord incurred the cost of filing for the hearing expense and provided a receipt for the \$20.00 (LL#05), as the claim is successful the landlord may retain \$20.00 from the Tenant's security deposit.

Summary of Decision

28. 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.
 - Retain \$20.00 of the Tenant's security deposit for this expense.

The tenant shall move immediately.

February 11, 2022 _____
Date

