

Residential Tenancies Tribunal

Decision 20-0282-05

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 1:03 pm on 13 August 2020 via teleconference.
2. The applicant, [REDACTED], was represented at the hearing by [REDACTED], hereinafter referred to as “the landlord”. She attended by teleconference
3. The respondent, [REDACTED], hereinafter referred to as “the tenant”, did not participate in the hearing.

Issues before the Tribunal

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

Legislation and Policy

5. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
6. Also relevant and considered in this case is section 18 of the *Residential Tenancies Act, 2018*.

Preliminary Matters

7. The tenant was not present or represented at the hearing and there was no telephone number available 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) 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 her application stating that she had personally served the tenant with notice of this hearing on 28 July 2020 and she has had 15 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

8. The landlord stated that she had entered into a 1-year, fixed-term rental agreement with tenant on 01 January 2019. That lease expired on 31 December 2019 and the landlord stated that it was not renewed, meaning that the tenancy continued on a month-to-month as of 01 January 2020.
9. The current rent is set at \$840.00 and the landlord testified that the tenant had paid a security deposit of \$420.00.
10. With her application, the landlord submitted a copy of a termination notice which she stated was delivered to the tenant on 28 February 2020.
11. This termination 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 May 2020.
12. The landlord stated that the tenant has not moved out of the unit as required and she is seeking an order for vacant possession of the rented premises.

Analysis

13. 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

14. 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.
15. As the notice meets all the requirements set out in this section 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 May 2020.

Decision

16. The landlord's claim for an order for vacant possession of the rented premises succeeds.
17. 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.

Issue 2: Hearing Expenses

18. The landlord paid a fee of \$20.00 to file this application and the receipt is on file. As the landlord's claim has been successful, the tenant shall pay this hearing expense.

Issue 3: Security Deposit

19. As the landlord's claim for hearing expenses has succeeded, she is authorized to retain \$20.00 of the security deposit.


Summary of Decision

20. 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.
- The landlord is authorized to retain \$20.00 of the security deposit.

17 August 2020

Date



John R. Cook
Residential Tenancies Tribunal