

Residential Tenancies Tribunal

Application 2025-0808-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 7-October-2025 at 9:15 am.
2. The applicant of the claim, [REDACTED], hereinafter referred to as the landlord, attended via 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 them 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 they have been properly served. The landlords submitted an affidavit (LL#1) with their application stating that they had served the tenant with notice of the hearing personally on 12-September-2024 at 1:15 pm. 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 their absence.

Issues before the Tribunal

5. Should the landlord's claim for an order of vacant possession succeed?

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* (the *Act*).
7. Also considered and referred to in this hearing are s.24 and s.34 of the *Act*, which read as follows:

Notice where tenant contravenes peaceful enjoyment and reasonable privacy

24. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b), where a tenant contravenes statutory condition 7(a) set out in subsection 10(1), the landlord may give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential premises on a specified date not less than 5 days after the notice has been served.

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

- (a) be signed by the landlord;
- (b) state the date on which the rental agreement terminates and the tenant is required to vacate the residential premises; and
- (c) be served in accordance with section 35.

Requirements for notices

34. A notice under this Act shall

- (a) be in writing in the form prescribed by the minister;
- (b) contain the name and address of the recipient;
- (c) identify the residential premises for which the notice is given; and
- (d) state the section of this Act under which the notice is given.

Issue 1: Vacant Possession

8. To receive an order for vacant possession a landlord must provide a valid termination notice. The landlord submitted a termination notice labelled LL#2.
9. LL#2 is in writing in the form prescribed by the minister. It contains the name and address of the recipient. It identifies the residential premises it regards. It identifies itself as being issued under s. 24 of the *Act*. It therefore complies with s. 34.
10. LL#2 is signed by the landlord. It states the date on which the tenancy agreement is to terminate. It was served on the tenant by posting it to his door in accordance with s. 35(2)(c) of the *Act*.
11. LL#2 was served on the tenant on 2-September-2025 and gives a move out date of 8-September-2025, which is not less than 5 days later. LL#2 therefore complies with the timeline requirements imposed by s. 24(1).
12. The only remaining question is whether the tenant violated statutory condition 7(a), reproduced here:

7. Peaceful Enjoyment and Reasonable Privacy -

(a) The tenant shall not unreasonably interfere with the rights and reasonable privacy of a landlord or other tenants in the residential premises, a common area or the property of which they form a part.

13. The landlord testified that another tenant in the same building told him he had to move out because of the actions of the tenant. He says he was told that the tenant was causing 'a racket' all night and that it made the other tenant unable to sleep.
14. The only evidence I have that the tenant interfered unreasonably with the rights of another tenant is hearsay. According to s. 46(2)(c) of the Act, the director may receive or accept evidence whether or not that evidence is admissible as evidence in a court. I therefore accept the hearsay evidence but afford it reduced weight.
15. Seeing as I have some minimal evidence that the tenant has interfered unreasonably with the rights of another tenant, and no evidence whatsoever that they have not, I find on a balance of probabilities that the tenant did violate statutory condition 7(a) by unreasonably interfering with the other tenant.
16. LL#2 is valid.

Decision

17. A valid termination notice was issued which gives a move out date of 8-September-2025. The rental agreement terminated on that date. Insofar as the tenant is still residing at the premises, they are doing so illegally.
18. The landlord's application for an order of vacant possession succeeds.

Summary of Decision

19. The tenants shall vacate the premises immediately.
20. The tenants 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.
21. The landlord is granted an order of possession.

10-October-2025
Date


Seren Cahill
Residential Tenancies Office