

Residential Tenancies Tribunal

Application 2024-0902-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 2-December-2024 at 9:01 am.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, was represented at the hearing by [REDACTED], who attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, also attended via teleconference.

Preliminary Matters

4. The tenant acknowledged that she received notice of the hearing ten days or more beforehand.

Issues before the Tribunal

5. Should the landlords' 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 decision are s. 18(2), 18(9), and s. 34 of the *Act*, as follows:

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.

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

Landlord's Position

8. The landlord submits that they provided a valid termination notice, the move out date of the notice has elapsed, and that they are therefore entitled to vacant possession of the rental premises.

Tenant's Position

9. The tenant testified that she believes she has been targeted for eviction because she has been falsely identified as someone with a drug addiction.

Analysis

10. In order to receive an order of vacant possession, a landlord must first provide a valid termination notice. A termination notice is valid if it complies with all relevant sections of the *Act*.

11. The landlord provided a termination notice marked as LL#1. LL#1 is in writing in the form prescribed by the minister. It contains the name and address of the recipient. It identifies the residential premises for which it was given. It states the section of the *Act* it was given under as s. 18(2)(b). It therefore complies with s. 34.
12. LL#1 was signed by the representative of the landlord who provided it. It was issued on 13-August-2024, several weeks before the beginning of the relevant rental period. It gives a termination date of 30-November-2024, which is the last day of a rental period. It was served on the tenant by posting it to her door, in accordance with s. 35(2)(c) of the *Act*. It therefore complies with s. 18(9) of the *Act*.
13. LL#1 provides three full months notice as required by s. 18(2)(b) of the *Act*.
14. S. 29 of the *Act* contemplates situations when a rental agreement is terminated for an improper purpose. It forbids landlords from terminating rental agreements in retaliation for, or for the purpose of deterring the tenant from, making or intervening in a complaint or application in relation to a residential premises. There is no evidence that this was the landlord's purpose in issuing LL#1.
15. LL#1 complies with all relevant sections of the *Act* and is therefore valid.

Decision

16. A valid termination notice was issued which gives a move out date of 30-November-2024. The rental agreement terminated on that date. Insofar as the tenant is still residing at the premises, they are doing so illegally.
17. The landlord's application for an order of vacant possession succeeds.

Summary of Decision

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

6-January-2025
Date


Seren Cahill
Residential Tenancies Office