

Residential Tenancies Tribunal

Application 2024-0911-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 23-October-2024 at 1:49 pm.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, attended via teleconference alongside the witness [REDACTED].
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as the tenants, also attended via teleconference.

Preliminary Matters

4. The respondents acknowledged they were served notice of this hearing at least ten days beforehand.

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 decision are sections 19(1), 19(4), and 34 of the *Act*, as reproduced here:

Notice where failure to pay rent

19. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b),

- (a) where the residential premises is rented from week to week and the amount of rent payable by a tenant is overdue for 3 days or more, the landlord may give the tenant notice that the rental agreement is terminated and that the tenant is required to vacate the residential premises on a specified date not less than 3 days after the notice is served on the tenant; and

- (b) where the residential premises is
 - (i) rented from month to month,
 - (ii) rented for a fixed term, or
 - (iii) a site for a mobile home, and

the amount of rent payable by a tenant is overdue for 5 days or more, the landlord may give the tenant notice that the rental agreement is terminated and that the tenant is required to vacate the residential premises on a specified date not less than 10 days after the notice is served on the tenant.

- (4) 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

Landlord's Position

8. The landlord submitted that they issued a valid termination notice for nonpayment of rent, that the termination date in the notice has passed, and that they are therefore entitled to an order of vacant possession.

Tenants' Position

9. The tenants acknowledged that they owe outstanding rent and did not challenge the facts as presented by the landlord.

Analysis

10. To receive an order of vacant possession, a landlord must have submitted a valid termination notice. To be valid, a termination notice must comply with all relevant sections of the *Act*. The landlord submitted a termination notice they issued to the tenant (LL#1).

11. LL#1 is a termination notice in writing in the form prescribed by the minister. It contains the name and address of the recipients. It identifies the residential premises for which it is given. It specifies that it was issued under s. 19 of the *Act*. It therefore complies with s. 34 of the *Act*.
12. LL#1 was signed by the landlord. It states the date on which the rental agreement is to terminate and the tenant is to vacate the premises. It was served on the tenant by placing it on the tenants' apartment door in accordance with s. 35(2)(c) of the *Act*. It therefore complies with s. 19(4) of the *Act*.
13. LL#1 was issued on 18-August-2024. Parties agree that at this point rent had been overdue for more than five days. It gives a termination date of 30-August-2024, which is not less than five days after it was served. It therefore complies with s. 19(1) of the *Act*.
14. LL#1 complies with all relevant provisions of the *Act* and is therefore valid under s. 19.

Decision

15. The valid termination notice gave a move out date of 30-August-2024. The tenancy agreement ended on that date. Insofar as the tenants still has possession of the premises, he does so illegally. The landlord's application for an order of vacant possession succeeds.

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 Sheriff, should the landlord be required to have the Sheriff enforce the attached Order of Possession.
18. The landlord is granted an order of possession.

31-October-2024

Date


Seren Cahill
Residential Tenancies Office