

Residential Tenancies Tribunal

Application 2025-0331-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 22-May-2025 at 2:00 pm.
2. The applicant, [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 landlord submitted an affidavit (LL#1) with their application stating that they had served the tenant with notice of the hearing electronically. While it appears to say the date of service was 22-May-2025, a date after the affidavit was sworn, the applicant clarified that this was an error, and the actual date of service was 1-May-2025 at 22:54. Proof of service was also provided (LL#2). 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*).

Issue 1: Vacant Possession

7. To succeed in a claim for an order of vacant possession, a landlord must have first issued a valid termination notice. To be valid, a termination notice must comply with all relevant sections of the *Act*. The landlord provided a copy of a termination notice (LL#3) they say they provided to the tenant.
8. The termination notice is written in the form prescribed by the minister. It contains the name and address of the recipient. It identifies the residential premises for which it is given. It states that it was issued under s. 19 of the *Act*. It therefore complies with s. 34 of the *Act*.
9. The notice was signed by the landlord. It states the date on which the rental agreement was to terminate. The landlord testified that it was served on the tenant electronically, in accordance with s. 35(2)(f) of the *Act*. It therefore complies with s. 19(4) of the *Act*.
10. The notice is dated and was served on 14-April-2025, at which point the landlord testified that rent was overdue by more than 5 days. It provides a move out date of 26-April-2025, which is not less than 10 days thereafter. It therefore complies with s. 19(1)(b) of the *Act*.
11. LL#3 complies with all relevant sections of the *Act* and is therefore valid.

Decision

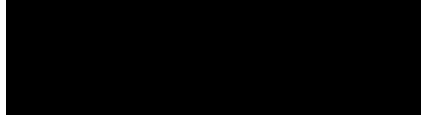
12. The valid termination notice gave a move out date of 26-April-2025. The tenancy agreement ended on that date. Insofar as the tenants still occupy the premise, they are doing so illegally. The landlord's application for an order of vacant possession succeeds.

Summary of Decision

13. The tenant shall vacate the premises immediately.
14. 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.

9-June-2025

Date



Seren Cahill
Residential Tenancies Office