

Residential Tenancies Tribunal

Application [REDACTED]

Decision 21-0096-05

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 1:04 pm on 22 April 2021 via teleconference.
2. The applicant, [REDACTED] was represented at the hearing by [REDACTED] hereinafter referred to as "the landlord". The respondent, [REDACTED] hereinafter referred to as "the tenant", also participated.

Issues before the Tribunal

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

Legislation and Policy

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

Issue 1: Vacant Possession of Rented Premises

Relevant Submissions

The Landlord's Position

6. The landlord stated that she had entered in a rental agreement with the tenant on 09 September 2014. The current rent is set at \$1025.00 and the landlord stated that the tenant had paid a security deposit of \$575.00.

7. The landlord testified that on 28 November 2020 she posted a termination notice on the tenant's door and a copy of that notice was submitted with her application [REDACTED] #1). That notice was issued under section 18 of the *Residential Tenancies Act, 2018* and it had an effective termination date of 28 February 2021.
8. The tenant had not vacated the rented premises as required and the landlord is seeking an order for vacant possession of the rented premises.

The Tenant's Position

9. The tenant acknowledged that he had received the termination notice.

Analysis

10. 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

11. 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. 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 28 February 2021.

Decision

12. The landlord's claim for an order for vacant possession of the rented premises succeeds.
13. 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.

27 April 2021

Date

