

Residential Tenancies Tribunal

Application [REDACTED]

Decision 21-0394-05

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 1:16 PM on 28 September 2021 via teleconference.
2. The applicant, [REDACTED] was represented at the hearing by [REDACTED], hereinafter referred to as "the landlord", and a letter of authorization is on file.
3. The respondent, [REDACTED] hereinafter referred to as "the tenant", did not participate.

Issues before the Tribunal

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

Legislation and Policy

5. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
6. Also relevant and considered in this case is sections 18 and 34 of the *Residential Tenancies Act, 2018* and rule 29 of the Rules of the Supreme Court, 1986.

Preliminary Matters

7. The tenant was not present or represented at the hearing and I was unable to reach her by telephone. 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 she has been properly served. The landlord submitted an affidavit with the application stating that she had personally served the tenant with notice of the hearing on 13 September 2021. The tenant has had 14 days to provide a response. 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 her absence.

Issue 1: Vacant Possession of Rented Premises

Relevant Submissions

8. The landlord stated that she had entered into a monthly rental agreement with the tenant approximately 5 years ago. The tenant paid a security deposit of \$400.00 at that time and the current rent is set at \$750.00.
9. With her application, the landlord submitted a copy of a termination notice (█ #1) which she stated she had hand-delivered to the tenant on 29 May 2021. That notice was issued under section 18 of the *Residential Tenancies Act, 2018* and it had an effective termination date of 31 August 2021.
10. The tenant has not moved out, as required, and the landlord is seeking an order for vacant possession of the rented premises.

Analysis

11. 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**
- (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*
- 12. 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.
- 13. As the termination notice was properly served and as it meets all the requirements set out in section 18 and 34 of the *Act*, I find that it is a valid notice.

Decision

- 14. The landlord's claim for an order for vacant possession of the rented premises succeeds.
- 15. 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.

29 September 2021

Date

