

Residential Tenancies Tribunal

Application [REDACTED]

Decision 21-0519-05

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 1:11 PM on 30 November 2021 via teleconference.
2. The applicant, [REDACTED] was represented at the hearing by [REDACTED] [REDACTED] hereinafter referred to as "the landlord".
3. The respondent, [REDACTED] hereinafter referred to as "the tenant", also participated.

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*.

Issue 1: Vacant Possession of Rented Premises

Relevant Submissions

The Landlord's Position

7. The landlord stated that she had entered into a 1-year, fixed-term rental agreement with the tenant on 01 December 2001 and a copy of the executed lease was submitted with her application [REDACTED] #1). When the lease expired in

2002, it was not renewed and it reverted to a monthly tenancy. The current rent is set at \$790.00 and it is acknowledged in the lease that the tenant had paid a security deposit of \$280.00.

8. With her application, the landlord submitted a copy of a termination notice [REDACTED] #2) which she stated was delivered to the tenant on 20 July 2021. That notice was issued under section 18 of the *Residential Tenancies Act, 2018* and it had an effective termination date of 31 October 2021.
9. The tenant has not moved out, as required, and the landlord is seeking an order for vacant possession of the rented premises.

The Tenant's Position

10. The tenant acknowledged that she had received the termination notice submitted by the landlord.
11. She pointed out that she has been living at the unit for 21 years and she complained that it was unfair to evict her as no one has ever made any complaints about her. She stated that she does not smoke marijuana and that she is being evicted for something that she did not do and for which there is no proof.

Analysis

12. 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*

13. 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.
14. 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

15. The landlord's claim for an order for vacant possession of the rented premises succeeds.
16. 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.

Issue 2: Hearing Expenses

17. The landlord paid a fee of \$20.00 to file this application. As the landlord's claim has succeeded, she is authorized to retain that amount from the security deposit.

02 December 2021

Date

