

## Residential Tenancies Tribunal

Application 2022 No. 91NL

Decision 22-0091-00

John R. Cook  
Adjudicator

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### Introduction

1. The hearing was called at 11:04 AM on 07 March 2022 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", was also in attendance.

### Issues before the Tribunal

3. The landlord is seeking the following:
  - An order for vacant possession of the rented premises, and
  - A payment of hearing expenses in the amount of \$20.00.

### 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 into a 1-year, fixed-term rental agreement, with the tenant, on 01 September 2020, and a copy of that lease was submitted with her application ([REDACTED] #1). The agreed rent was set at \$910.00 per

month, and it is acknowledged in the lease that the tenant had paid a security deposit of \$455.00.

7. That lease expired on 31 August 2021 and since then it has been running on a month-to-month basis.
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 October 2021. That notice was issued under section 18 of the *Residential Tenancies Act, 2018* and it had an effective termination date of 31 January 2022.
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 stated that she did not know what issues the landlord had with her or why they were terminating their tenancy with her. She stated that she gets along with all the other tenants at the complex and that she helps them out when she can. She also stated that she has no money to make a move to a new apartment and she pointed out that she has recently had knee-replacement surgery.

### **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***

...

***(b) not less than 3 months before the end of a rental period where the residential premises is rented from month to month; and***

...

***(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 her claim has been successful, the landlord is authorized to retain that amount of the security deposit in compensation for her hearing expenses.

### **Summary of Decision**

18. The landlord is entitled to the following:
  - An order for vacant possession of the rented premises,
  - The tenant shall also 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.
  - The landlord is authorized to retain \$20.00 of the security deposit to cover her hearing expenses.

10 March 2022

Date

John R. Cook  
Residential Tenancies Tribunal