

## Residential Tenancies Tribunal

Application 2022 No. 162NL  
Application 2022 No. 183NL

Decision 22-0162-00

John R. Cook  
Adjudicator

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### Introduction

1. The hearing was called at 9:04 AM on 27 April 2022 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as "the tenant" participated in the hearing. The respondent, [REDACTED] was represented at the hearing by [REDACTED], hereinafter referred to as "the landlord".

### Issues before the Tribunal

3. The tenant is seeking the determination of the validity of a termination notice issued to her on 30 November 2021.
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 are sections 18, 34 and 35 of the *Residential Tenancies Act, 2018*.

#### **Issue 1: Validity of Notice**

#### **Issue 2: Vacant Possession of Rented Premises**

### Relevant Submissions

## The Tenant's Position

7. The tenant moved into the rental property in 2012 and sometime after November 2021, the house was put up for sale by the owners, [REDACTED] and [REDACTED]. It was purchased by [REDACTED], and in January 2022, [REDACTED] hired the landlord to manage the property on his behalf.
8. The current rent is set at \$795.00 and the tenant stated that she had paid a security deposit of \$400.00 when she first moved into the unit.
9. On 30 November 2021, before the house was sold, [REDACTED] and [REDACTED] had issued the tenant a termination notice, and a copy of that notice was submitted with the tenant's 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 2022.
10. The tenant is questioning the validity of that notice. She stated that she has been trying to find a new apartment to move into, but she testified that her "credit is no good" and that all of the suitable apartments are too expensive. She also complained that she is afraid to move and is concerned that she may be infected with COVID-19.

## The Landlord's Position

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

## **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 termination notice issued to the tenant on 30 November 2021 is a valid notice.

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

17. 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 3: Hearing Expenses**

18. The landlord submitted a receipt showing that she had paid \$20.00 to file this application, and a second receipt showing that she had paid \$13.44 to send the application to the tenant by registered mail. As the landlord's claim has been successful, she is authorized to retain \$33.44 of the security deposit to cover these expenses.

29 April 2022

Date

John R. Cook  
Residential Tenancies Tribunal