

Residential Tenancies Tribunal

Application 2022 No. 565NL

Decision 22-0565-00

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 9:06 AM on 30 August 2022 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", participated in the hearing. She was represented by [REDACTED] from [REDACTED].

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 are 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 lease, with the tenant on 01 July 2017, and a copy of the executed lease was submitted with her application (█ #1). When the lease expired in 2018, it reverted to a monthly tenancy. The current rent is set at \$825.00 per month, due on the first day of each month, and it is acknowledged in the rental agreement that tenant had paid a security deposit of \$596.00.
8. With her application the landlord submitted a copy of a termination notice (█ #2) which she stated was delivered to the tenant by her resident manager, █, on 28 March 2022. That notice was issued under section 18 of the *Residential Tenancies Act, 2018* and it had an effective termination date of 30 June 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 stated that she found the termination notice posted to her door on 28 March 2022.
11. The tenant stated that she is currently looking for a new apartment, but she claimed that rental market in █ is very tight and she needs more time.

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, she shall retain \$20.00 of the security deposit to cover that expense.

31 August 2022

Date

John R. Cook
Residential Tenancies Tribunal

