

Residential Tenancies Tribunal

Application 2022 No. 638NL

Decision 22-0638-00

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 9:03 AM on 12 September 2022 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as "the landlord", participated in the hearing. The respondent, [REDACTED], hereinafter referred to as "the tenant", was also in attendance.

Issues before the Tribunal

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

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 are sections 18 and 34 of the *Residential Tenancies Act, 2018*.

Issue 1: Vacant Possession of Rented Premises

Relevant Submissions

The Landlord's Position

6. The landlord stated that he had entered into a monthly rental agreement with the tenant sometime in 2017. The agreed rent is set at \$475.00 per month and the landlord stated that the tenant had paid a security deposit of \$350.00.

7. With his application the landlord submitted a copy of a termination notice which he stated he had personally delivered to the tenant on 19 May 2022. That notice was issued under section 18 of the *Residential Tenancies Act, 2018* and it had an effective termination date of 31 August 2022.
8. 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

9. The tenant acknowledged receiving the termination notice.
10. He stated that he has been actively looking for a new apartment, but he claimed that he has been having difficulty because of the current housing market and also because he has a pet dog. The tenant stated that he needs more time to find a new place, and he claimed that if he were evicted now, he would have no place to go.

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

...

(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

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.

Issue 2: Hearing Expenses

16. The landlord paid a fee of \$20.00 to file this application. As his claim has been successful, she shall retain \$20.00 of the security deposit to cover that expense.

15 September 2022

Date

John R. Cook
Residential Tenancies Tribunal