

Residential Tenancies Tribunal

Application 2022 No. 672NL

Decision 22-0672-00

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 9:15 AM on 21 September 2022 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, participated in the hearing. His spouse, [REDACTED] (“[REDACTED]”), was also in attendance.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant”, did not participate.

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*, and rule 29 of the *Rules of the Supreme Court, 1986*.

Preliminary Matters

7. The tenant was not present or represented at the hearing and I was unable to reach her by telephone. This Tribunal’s policies concerning notice requirements and hearing attendance have been adopted from the *Rules of the Supreme Court, 1986*. According to Rule 29.05(2)(a) respondents to an application must

be served with claim and notice of the hearing 10 clear days prior to the hearing date and, where the respondent fails to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondent's absence so long as she has been properly served. With his application, the landlord submitted an affidavit stating that tenant had been served with the application, by registered mail, and the associated tracking history shows that it was delivered on 30 August 2022. As the tenant was properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in her absence.

8. The tenant filed a counterclaim to this application, 2022 No. 673NL, through which she was seeking a determination of the validity of the termination notice issued to her on 24 March 2022, as well as a refund of rent in the amount of \$600.00. The tenant discontinued that counterclaim on 13 September 2022.

Issue 1: Vacant Possession of Rented Premises

Relevant Submissions

9. The landlord stated that he had entered into a monthly rental agreement with the tenant, and ■■■, on 15 October 2016. According to this agreement, the rent is set at \$800.00 per month and that rent is due on the 15th day of each month. It is also acknowledged in that agreement that the tenant had paid a security deposit of \$400.00.
10. The landlord stated that shortly after this tenancy began, he entered into a verbal agreement with the tenant that the rent would be reduced to \$600.00 per month and that it would be due on the 1st day of each month. He also testified that about a year after this tenancy began, ■■■ moved out and the tenant has remained on as the sole leaseholder since that time.
11. With his application, the landlord submitted a copy of a termination notice, and ■■■ testified that she had personally delivered that notice to the tenant on 24 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.
12. The tenant has not moved out, as required, and the landlord is seeking an order for vacant possession of the rented premises.

Analysis

13. 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


14. 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.
15. As the termination notice was properly served and as it meets all the requirements set out in sections 18 and 34 of the *Act*, I find that it is a valid notice.

Decision

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.

21 September 2022

Date


John R. Cook
Residential Tenancies Tribunal