

Residential Tenancies Tribunal

Application 2023-No.0249-NL

Decision 23-0249-00

Jacqueline Williams
Adjudicator

Introduction

1. Hearing was called at 9:10 a.m. on 01-June-2023.
2. The applicant, [REDACTED] represented by [REDACTED] hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED] hereinafter referred to as “the tenant” also attended the hearing.

Preliminary Matters

4. The landlord submitted an affidavit (LL#01) stating that she had served the tenant with notification of today’s hearing on 19-April-2023. The tenant confirmed receipt of notice as stated.

Issues before the Tribunal

5. The landlord is seeking vacant possession of the rental premises.

Legislation and Policy

6. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
7. Also relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 18: Notice of termination of rental agreement.

Issue 1: Vacant Possession of the Rental Premises

Landlord's Position

8. The landlord said that they have a written monthly rental agreement with the tenant. She moved in around 01-July-2022. She pays \$860.00 for rent on the 1st day of each month. The tenant paid her \$430.00 security deposit on 05-July-2022 and the landlord is still in possession of the deposit.
9. The landlord submitted a termination notice (LL#02), it is a Section 18 notice that was dated and signed for 22-February-2023 with a termination date of 31-May-2023. The landlord said that the Resident Manager placed the notice under the tenant's door at 2:25 p.m. on 22-February-2023.
10. The landlord is seeking an order of vacant possession.

Tenant's Position

11. The tenant confirmed the details of the rental agreement as stated by the landlord.
12. The tenant does not understand why she is being evicted she believes she is a good tenant and a good person who is well educated and gets along with other people.
13. She confirms that she received the notice of termination as stated by the landlord.

Analysis

14. According to Section 18 of the *Residential Tenancies Act, 2018*:

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

(a) not less than 4 weeks before the end of a rental period where the residential premises is rented from week to week;

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

(c) not less than 3 months before the end of the term where the residential premises is rented for a fixed term.

.....

(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.

15. The termination notice submitted by the landlord (LL#02) is a no fault termination. Any landlord has the right to terminate a rental notice if they adhere to the *Residential Tenancies Act, 2018*. The notice meets the requirements of the *Act* and is a valid notice.
16. The termination notice is valid and the tenant should have moved on 31-May-2023.

Summary of Decision

17. The tenant shall vacate the premises immediately.
18. The tenant shall pay to the landlord any costs charged to the landlord, by the Office of the High Sherriff, should the landlord be required to have the Sheriff enforce the attached Order of Possession.
19. The landlord is granted an Order of Possession.

June 07, 2023

Date


Jacqueline Williams, Adjudicator
Residential Tenancies Office