

Residential Tenancies Tribunal

Application 2024-0262-NL
2024-0295-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 29-May-2024 at 9:06 am.
2. The applicant, [REDACTED], hereinafter referred to as the tenant, attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the landlord, was represented at the hearing by [REDACTED] and [REDACTED], who attended via teleconference.

Issues before the Tribunal

4. Should the landlord's application for an order of vacant possession succeed?

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* (the *Act*).
6. Also relevant and referred to in this decision are sections 18 and 34 of the *Act*, reproduced below:

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

- be signed by the person providing the notice;
- be given not later than the first day of a rental period;
- 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
- be served in accordance with section 35.

34. A notice under this Act shall

- be in writing in the form prescribed by the minister;
- contain the name and address of the recipient;
- identify the residential premises for which the notice is given; and
- state the section of this Act under which the notice is given.

Issue 1: Vacant Possession of the Rental Premises

Landlord's Position

7. The landlord submits that they have submitted a valid termination notice and that the termination date has passed, and that the tenancy has therefore ended. They seek an order of vacant possession.

Tenant's Position

8. The tenant objects to the fact that she was given no warning or reason for the eviction. She submits that she is disabled. She testified as to a number of interpersonal conflicts with other residents of the apartment building which contains the premises. However, there was no evidence which linked these conflicts to the eviction.

Analysis

9. Under s. 18 of the *Act*, a landlord need not provide a reason for an eviction as long as they provide 3 full months' notice and comply with all related provisions. The tenant admitted she received the proper notice.

10. In order to receive an order for vacant possession, a landlord must provide a valid termination notice. For a termination notice to be valid, it must comply with all relevant

sections of the *Act*. In this case the landlord provided a copy of the notice (LL#1) issued to the tenant.

11. LL#1 is in writing in the form prescribed by the minister. LL#1 contains the name and address of the recipient. It identifies the residential premises for which it is given. It identifies that it is a notice under s. 18 for termination without cause. LL#1 therefore complies with s. 34 of the *Act*.
12. LL#1 has been signed by the landlord's representative who provided it. It was issued on 26-October-2023, before the first day of the relevant rental period, as the rental period in this case runs from the first of the month to the last. It gives a termination date of 31-January-2024, the last day of a rental period. The landlord testified it was sent by placed on the door of the premises, in accordance with s. 35(2)(c) of the *Act*. LL#1 therefore complies with s. 18(9) of the *Act*.
13. The landlord testified that this was a month-to-month lease. LL#1 provides three full months' notice, as required under s. 18(2)(b).
14. The termination notice complies with are relevant sections of the *Act* and is therefore valid. The tenancy terminated on 31-January-2024. Insofar as the tenant is still residing at the premises, they are doing so illegally.

Decision

15. The termination notice is a valid notice. The landlord's claim for an order for vacant possession of the rented premises succeeds.

Summary of Decision

16. The tenant shall vacate the premises immediately.
17. The landlord will be awarded an Order of Possession.
18. Orders that 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.

11-July-2024

Date

Seren Cahill
Residential Tenancies Office