

Residential Tenancies Tribunal

Application 2024-0554-NL
Counter application 2024-0807-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:05 a.m. on 20-November-2024.
2. The applicant, [REDACTED], hereinafter referred to as "the tenant" attend via teleconference and was represented by [REDACTED].
3. The counter applicant, [REDACTED], represented by [REDACTED], hereinafter referred to as "the landlord", attended by teleconference.

Preliminary Matters

4. The tenant stated that he served the landlord personally in September-2024. The landlord's representative confirmed receiving notice of the hearing more then 10 days before the hearing date. In accordance with the *Residential Tenancies Act, 2018* this is good service, the hearing proceeded.
5. The landlord's representative submitted an affidavit with their application stating that they had served the tenant with the notice of the hearing on 8-October-2024 via prepaid registered mail, tracking number [REDACTED] (LL#1). The landlord submitted proof of sent mail to support their claim (LL#2). The tenant confirmed receiving notice of the hearing on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service, the hearing proceeded.
6. There is a written month to month rental agreement which commenced on 14-April-2021. Rent is \$263.00 per month due on the first of each month. A security deposit was never paid.
7. The landlord's representative amended their application to include hearing expenses of \$20.00.

Issues before the Tribunal

8. The tenant is seeking:
 - Validity of the termination notice.

9. The landlord is seeking:

- An Order for Vacant Possession of the rented premises;
- Hearing expenses of \$20.00.

Legislation and Policy

10. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.

11. 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 and following section of the *Residential Tenancies Policy Manual*: Section 12-1: Costs.

Issue # 1: Validity of the Termination Notice; Vacant Possession of the Rented Premises.

Tenant's Position

12. The tenant stated that the landlord issued him a termination notice on 12-April-2024 with a move-out date of 31-July-2024, under Section 18: Notice of Termination of Rental Agreement. The tenant submitted a copy of the termination notice to support the claim (TT#1). The tenant stated that he is a good tenant and does not understand the reason why this termination notice was issued. The tenant is seeking the validity of the termination notice.

Landlord's Position

13. The landlord's representative confirmed that they issued Standard termination notice to the tenant on 12-April-2024 with a move-out date of 31-July-2024, under Section 18: Notice of Termination of Rental Agreement. The landlord's representative further stated that the termination notice was served to the tenant via prepaid registered mail and delivered on 19-April-2024. The landlord is seeking an order for vacant possession of the rental unit.

Analysis

14. The notice was served under Section 18 of the *Residential Tenancies Act, 2018* which states:

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. I accept landlord's and the tenant's testimony that the standard termination notice was issued and received by the tenant in April-2024. In accordance with the Section 18 of the *Residential Tenancies Act*, as stated above, the landlord is entitled to terminate rental agreement without providing a specific cause or justifying their decision. According to the legislation, the termination notice given not less than 3 months before the end of the rental period, meets the technical requirements of the *Act* and is a valid notice.
16. I find that the tenant should have vacated the property by 31-July-2024.

Decision

17. The tenant shall vacate the premises immediately.

Issue # 2: Hearing expenses \$20.00.

Relevant Submission

18. The landlord paid \$20.00 for the application fee and is seeking reimbursement. The landlord submitted a copy of the receipt to support the claim (LL#3).

Analysis

19. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual: Costs*, and as the landlord's claim was successful, the landlord will be awarded \$20.00 to cover hearing expenses.

Decision

20. The landlord's claim for hearing expenses succeeds in the amount of \$20.00.

Summary of Decision

21. The termination notice is a valid notice.
22. The tenant shall vacate the premises immediately.
23. The tenant shall pay \$20.00 to the landlord for hearing expenses.
24. 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.

25. The landlord will be awarded an Order of Possession.



November 22, 2024

Date

Oksana Tkachuk, Adjudicator
Residential Tenancies Office