

Residential Tenancies Tribunal

Application 2024-0661-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 2:15 p.m. on 8-October-2024.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” did not attend.

Preliminary Matters

4. The tenant was not present or represented at the hearing and I was unable to reach him by telephone at the start of the hearing. 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 he has been properly served. The landlord submitted an affidavit with his application stating that he had served the tenant with the notice of the hearing on 24-September-2024 via email; [REDACTED] (LL#1). The landlord testified that he used this email address for communication with the tenant since the beginning of the tenancy. In accordance with the *Residential Tenancies Act, 2018* this is good service. As the tenant was properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, the hearing proceeded in his absence.
5. There was a written month to month rental agreement which commenced in February-2018. Rent was \$600.00 per month due on the first of each month. A security deposit was never paid.
6. The landlord amended his application to amend the amount of rent from \$3000.00 as per application to \$4800.00 to include September and October rent.

Issues before the Tribunal

7. The landlord is seeking:
 - Validity of termination notice;
 - Rent \$4800.00;

Legislation and Policy

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

Issue # 1: Validity of termination notice

Landlord's Position

10. The landlord testified that he gave the tenant a standard termination notice on 1-February-2024 under Section 18: Notice of termination of rental agreement to vacate the premises on 1-May-2024. The landlord stated that he served the tenant with the termination notice electronically via message and email on that date. The landlord submitted a copy of the termination notice to support the claim (LL#2).

Analysis

11. 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.

12. I accept landlord's testimony, as the tenant was not present or represented at the hearing and therefore did not provide his own testimony. I accept that the landlord issued a standard termination notice and served the tenant electronically on 1-February-2024. According to the Section 18 of the *Act* as stated above, I find that the termination notice meets the technical requirements of the *Act* and is a valid notice.

Decision

13. The termination notice is a valid notice.

Issue # 2: Rent Paid \$4800.00

Landlord's Position

14. The landlord stated that the outstanding rent amount is \$4800.00. The landlord testified that the rent has been overdue for eight months since March-2024. Since then, the rent has consistently not been paid. The landlord stated that the last payment made by the tenant was in March-2024 for February rent. The landlord is seeking full rent payment including month of October.

Analysis

15. I accept the landlord's testimony, as the tenant was not present or represented to provide his account. I accept that the rent has been overdue for a considerable period. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid under a rental agreement by a tenant during the use or occupancy of a residential premises. Calculating rent at \$600.00 per month for a total of 8 months, I find that the tenant is responsible for a total of \$4800.00 in unpaid rent.

Decision

16. The landlord's claim for rent succeeds in the amount of \$4800.00.


Summary of Decision

17. The termination notice is a valid notice.

18. The tenant shall pay the landlord \$4800.00 for *rent*.

November 6, 2024

Date


Oksana Tkachuk, Adjudicator
Residential Tenancies Office