

Residential Tenancies Tribunal

Application 2024-0758-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:15 a.m. on 4-November-2024.
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” did not attend.

Preliminary Matters

4. The tenant was not present or represented at the hearing and when I reached her at the start of the hearing, she expressed her unwillingness to participate in 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’s representative submitted an affidavit with their application stating that they had served the tenant with the notice of the hearing on 10-September-2024 via email to [REDACTED], by posting it on the door and via prepaid registered mail, tracking number [REDACTED] (LL#1). The landlord submitted proofs of sent mail and email to support their claim (LL#2,3). 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 her absence.
5. There is a written month to month rental agreement which commenced on 11-October-2023. Rent is \$263.00 per month due on the first of each month. The landlord’s representative stated that the tenant moved out on 24-October-2024, however she left her belongings in the unit. A security deposit was never paid.
6. The landlord’s representative amended their application to include hearing expenses of \$20.00.

Issues before the Tribunal

7. The landlord is seeking:

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

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 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: Vacant Possession of the Rented Premises

Landlord's Position

10. The landlord's representative submitted a copy of the Standard termination notice, issued to the tenant on 25-July-2024 with a move-out date of 31-October-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 email to [REDACTED] and via prepaid registered mail on 31-July-2024, tracking [REDACTED]. The landlord submitted a copy of the termination notice to support the claim and proof of sent mail and email (LL#4,5).

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 at the hearing and therefore did not provide her own testimony. In accordance with the Section 18 of the *Residential Tenancies Act*, as stated above, 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.

13. I find that the tenant should have vacated the property by 31-October-2024.

Decision

14. The tenant shall vacate the premises immediately.

Issue # 2: Hearing expenses \$20.00.

Relevant Submission

15. 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#6).

Analysis

16. 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

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

Summary of Decision

18. The tenant shall vacate the premises immediately.

19. The tenant shall pay \$20.00 to the landlord for hearing expenses.

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

November 6, 2024

Date

Oksana Tkachuk, Adjudicator
Residential Tenancies Office