

Residential Tenancies Tribunal

Application 2024-0801-NL & 2024-0922-NL

Michael Reddy
Adjudicator

Introduction

1. The in-person hearing was called at 8:58 AM on 31 October 2024 on the [REDACTED], NL. The hearing was to adjudicate two applications: 2024-0801-NL and 2024-0922-NL
2. [REDACTED], hereinafter referred to as “the tenant”, attended the hearing. [REDACTED], Authorized Representative for the tenant, hereinafter referred to as “the tenant’s representative”, attended the hearing.
3. The [REDACTED], was represented by [REDACTED] [REDACTED] and [REDACTED], hereinafter referred to as “the landlords, attended the hearing.

Preliminary Matters

4. The landlords, along with their application, submitted an Affidavit of Service stating (L#1) the tenant was served on 15 October 2024 at approximately 11:29 AM electronically ([REDACTED]) and by registered mail ([REDACTED]). The tenant did not dispute service. In accordance with the *Residential Tenancies Act, 2018*, this is good service.
5. The tenant, along with her application, submitted an incomplete Affidavit of Service (T#1) which did not specify the date of service or method of service. The tenant’s representative testified the landlords were personally served on 18 October 2024. The landlords did not dispute service. In accordance with the *Residential Tenancies Act, 2018*, this is good service.
6. The tenant amended her application to include hearing expenses.
7. The tenant’s representative requested for the hearing to be postponed as the tenant awaits legal counsel. A review of this file notes that this hearing had previously been postponed at the request of the tenant’s representative to allow for time to prepare and deliver the notice of hearing to the landlords as required. Additionally, in accordance with Residential Tenancies Policy 11-002, requests for postponements are at the

discretion of the Director and can be granted in extenuating circumstances. Requests for postponements should be submitted in writing at least two working days prior to the hearing, with appropriate supporting documentation as required. There was no request for postponement submitted in advance of the hearing. It is also noted that the landlord requested to continue with the hearing. For these reasons, and so as not to disadvantage the landlord, I declined to postpone and proceeded with the hearing.

8. The details of the claims were presented as a written monthly rental agreement which commenced on 15 January 2020 with rent set at \$149.00, due on the 1st of each month. There was no security deposit collected on the tenancy. The tenant testified on the date of the hearing (31 October 2024) she remains in the rental premises.

Issues before the Tribunal

9. The landlords are seeking the following:

- An Order for eviction and possession of the rental property

10. The tenant is seeking the following:

- Validity of Termination Notice
- compensation of hearing expenses in the amount \$20.00

Legislation and Policy

11. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act*, 2018. Also relevant and considered in this case is S. 18, 34 and 35 of the *Residential Tenancies Act*, 2018.

Issue 1: Vacant Possession of the Rental Premises

Landlord Position

12. The landlords testified there is a written monthly rental agreement (L#2). They stated on 23 May 2024, the tenant was served a notice under Section 18 of the *Act* with a request for her to vacate by 31 August 2024 (L#3) by registered mail (██████████). As of the date of the hearing (31 October 2024), the tenant remains in the rental premises.

Tenant Position

13. On behalf of the tenant, the tenant's representative did not dispute that the tenant was served the Section 18 notice with a request to vacate the premises by 31 August 2024. It was not disputed that she was still an occupant on the date of the hearing.

Analysis

14. Section 18 (2) (b) of the *Act*, states:

Notice of termination of rental agreement

(2) A landlord shall give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential property

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

15. On examination of the termination notice submitted into evidence, I find the notice was served on 23 May 2024 with a terminated date of 31 August 2024. As the date of termination identified on the notice is not less than 3 months before the end of the rental period and the date the tenant is required to move out, the termination notice is in full compliance with the requirements of Section 18 (2)(b).
16. Section 18 (9) and 34 identify the technical requirements of the termination notice. On examination of the termination notice, I find all these criteria have been met.

Section 18 (9)

In addition to the requirements under Section 34, a notice under this section shall

- (a) be signed by the landlord;*
- (b) be given not later than the first day of the rental period;*
- (c) state the date on which the rental agreement terminates and the tenant is required to vacate the residential premises; and*
- (d) be served in accordance with section 35.*

Section 34

A notice under this Act shall

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

17. As identified above, the landlords testified that the termination notice was served by registered mail which is a permitted method of service identified under Section 35. The tenant did not dispute this.
18. According to the reasons identified above, I find the termination notice issued by landlords to be valid. The tenant should have vacated the premises on 31 August 2024.

Decision

19. The landlords claim for an order for vacant possession succeeds.

Issue 2: Hearing Expenses

20. As the tenant's claim for validity of the termination notice fails, her claim for hearing expenses does not succeed.

Summary of Decision

21. The landlords are entitled to the following:

- An Order for vacant possession of the rented premises;
- The tenant shall also pay to the landlords any costs charged to the landlord by the Office of the High Sheriff should the landlords be required to have the Sheriff enforce the attached Order of Possession.

14 November 2024

Date



Michael Reddy, Adjudicator
Residential Tenancies Office