

Residential Tenancies Tribunal

Application 2024-0851-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:15 a.m. on 27-November-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 her 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 the notice of 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 she has been properly served. The landlord submitted an affidavit with his application stating that he had the tenant served with the notice of hearing personally at the residential premises on 4-October-2024 (LL#1). 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, I proceeded with the hearing in her absence.
5. There is a verbal month-to-month rental agreement which commenced sometime in the Fall of 2022 with a previous landlord. The property was sold in April 2024. Rent is \$800.00 per month, due on the 1st day of each month. A security deposit was never paid.

Issues before the Tribunal

6. The landlord is seeking:
 - An order for vacant possession of the rented premises

Legislation and Policy

7. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
8. 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.

Issue # 1: Vacant Possession of the Rented Premises

Relevant Submission

9. The landlord submitted a copy of a termination notice issued to the tenant on a *Landlord's Notice to Terminate – Standard* form dated and signed for the 31-May-2024 with a termination date of 31-August-2024 (LL#2).

Landlord's Position

10. The landlord did not have a position as he issued the notice under the authority of the *Residential Tenancies Act, 2018*. I asked the landlord how he issued the termination notice and he responded that he posted the notice to the tenant's front door on 31-May-2024. The landlord submitted a photograph of the notice posted to the door to support the claim (LL#3).

Analysis

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

Notice of termination of rental agreement

18. (1) A tenant shall give the landlord notice that the rental agreement is terminated and the tenant intends 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 1 month 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. In accordance with Section 18 of the *Act* as stated above, I find that the notice was given not less than 3 months before the end of a rental period where the residential premises is rented from month to month, and as such, I find that the termination notice is a valid notice.
13. I find that the tenant should have vacated the premises on 31-August-2024.

Decision

14. The landlord's claim for an *order of vacant possession* succeeds.
15. The tenant shall vacate the premises immediately.
16. 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.
17. The landlord will be awarded an Order of Possession.

November 27, 2024
Date



Pamela Pennell, Adjudicator
Residential Tenancies Office