

Residential Tenancies Tribunal

Application 2024-0881-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:03 a.m. on 17-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” attended by teleconference.

Preliminary Matters

4. The landlord submitted an affidavit with his application stating that he had served the tenant with the notice of hearing personally at the residential premises on 19-September-2024 (LL#1). In accordance with the *Residential Tenancies Act, 2018*: This is good service.
5. There is a written month-to-month rental agreement which commenced on 15-February-2016 with the previous homeowner. The landlord purchased the property in November 2020 and a term agreement was signed at that time. Rent is currently \$1010.00 per month, due on the 1st day of each month. A security deposit of \$475.00 was paid in February 2016 and is in the landlord’s possession.

Issues before the Tribunal

6. The landlord is seeking:
 - Validity of termination notice
 - 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 22: Notice where tenant’s obligation not met.

Issue # 1: Validity of termination notice
Vacant Possession of the Rented Premises

Relevant Submission

9. The landlord submitted a copy of a termination notice issued to the tenant on 4-September-2024 under Section 22: *Notice where tenant's obligation not met* to vacate the premises on 9-September-2024 (LL#2).

Analysis

10. The notice was served under Section 22 of the *Residential Tenancies Act, 2018* which states:

Notice where tenant's obligation not met

22(1). Notwithstanding subsection 18(2) and paragraph 18(3)(b), where a tenant contravenes statutory condition 2 set out in subsection 10(1), the landlord may give the tenant notice requiring the tenant to comply with the condition.

(2) Where a tenant contravenes statutory condition 2 set out in subsection 10(1) within 3 days after the notice under subsection (1) has been served or within a reasonable time, the landlord may give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential premises on a specified date not less than 5 days after the notice has been served.

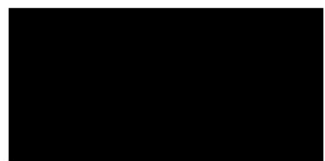
11. I find that the notice submitted by the landlord does not meet the requirements of not less than 5 days after the notice has been served. I find that the termination notice is not a valid notice.

Decision

12. The termination notice given to the tenant on 4-September-2024 is not a valid notice.
13. The landlord's claim for an *order of vacant possession* does not succeed.

October 17, 2024

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office