

Residential Tenancies Tribunal

Application 2024-0915-NL

Michael Reddy
Adjudicator

Introduction

1. The hearing was called at 9:04 AM on 28 October 2024 via teleconference.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as "the landlords", attended the hearing.
3. The respondent, [REDACTED], hereinafter referred to as "the tenant", attended the hearing.

Preliminary Matters

4. The tenant was personally served an Application for Dispute Resolution (L#1) on 16 October 2024 at approximately 2:15 PM. The tenant did not dispute service. In accordance with the *Residential Tenancies Act, 2018*, this is good service.
5. The landlords amended their application and were seeking hearing expenses.
6. The details of the claims were presented as a written monthly rental agreement with rent set at \$750.00, due on the 1st of each month. There was no security deposit collected on the tenancy. The landlords purchased the rental premises in June 2024 at which time the tenant was an occupant. The tenant testified he took occupancy of the one bedroom apartment in 2021 and on the date of the hearing (28 October 2024), he remains in the rental premises.

Issues before the Tribunal

7. The landlords are seeking the following:
 - An Order for eviction and possession of the rental property
 - An Order for compensation for \$20.00 hearing expenses.

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*. 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

9. The landlords testified there is a written monthly rental agreement and the tenant was an occupant when they took ownership of the rental premises in June 2024. They stated on 28 June 2024, the tenant was personally served a notice under Section 18 of the *Act* with a request for him to vacate by 30 September 2024 (L#2).

Tenant Position

10. The tenant did not dispute he was personally served the Section 18 notice on 28 June 2024 with a request to be out by 30 September 2024. He did not dispute he was still an occupant on the date of the hearing.

Analysis

11. 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.

12. On examination of the termination notice submitted into evidence, I find the notice was served on 28 October 2024 with a terminated date of 30 September 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).
13. 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.*

14. As identified above, the landlords testified that the termination notice was served personally which is a permitted method of service identified under Section 35. The tenant did not dispute this.
15. 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 30 September 2024.

Decision

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

Issue 2: Hearing Expenses

17. The landlords claim \$20.00 hearing expenses. Along with their application, the landlords supplied a hearing receipt (L#3).

Analysis

18. As the landlord's claim succeeds, the tenant shall be responsible for the \$20.00 hearing expenses.

Summary of Decision

19. The landlords are entitled to the following:

- An Order for vacant possession of the rented premises;
- An Order for compensation in the amount of \$20.00
- 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.

31 October 2024

Date

Michael J. Reddy
Residential Tenancies Office