

Residential Tenancies Tribunal

Application 2024-0929-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:48 p.m. on 13-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” attended by teleconference.

Preliminary Matters

4. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing via prepaid registered mail ([REDACTED]) on 21-October-2024 (LL#1). The tenant confirmed receipt of the document. 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 12-April-2022. Rent is \$149.00 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
 - Hearing expenses \$20.00

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. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Policy Manual*: Section 12-1: Recovery of costs.

Issue # 1: Vacant Possession of the Rented Premises

Relevant Submissions

9. The landlord submitted a copy of a termination notice issued to the tenant on 26-July-2024 under Section 18: *Notice of termination of rental agreement* to vacate the premises on 31-October-2024 (LL#2). The notice was posted to the tenant's door on 26-July, and the tenant confirmed receipt of the notice.

Landlord's Position

10. The landlord did not have a position as they terminated the rental agreement under the authority of the *Residential Tenancies Act, 2018*.

Tenant's Position

11. The tenant did not dispute that the termination notice was a valid notice with regards to the timeframe that he was given to vacate, however the tenant disputed that the landlord had a reason to give him a notice and he stated that he has nowhere to go. The tenant stated that he is a good tenant who keeps the unit clean, and he stated that he will have to leave his good friends.

Analysis

12. 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.

13. I accept that the tenant was confused as to why he was given a termination notice from the landlord to vacate the unit; however, as the termination notice was given under

Section 18 of the *Act* and is generally referred to as a *no fault* or *without cause* termination, the landlord's notice to the tenant need only state that they are relying on this section without having to provide a reason.

14. This tribunal can only review the authenticity of the termination notice and I find that the notice submitted by the landlord meets the requirements of not less than 3 months before the end of a rental period where the residential premises is rented month-to-month. The landlord testified that the termination notice was posted to the tenant's door and the tenant confirmed receiving the notice. I find that the termination notice is a valid notice.

15. I find that the tenant should have vacated the premises on 31-October-2024.

Decision

16. The landlord's claim for an *order of vacant possession* succeeds.

Issue # 2: Hearing expenses \$20.00

17. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt (LL#3). Section 12-1 of the *Residential Tenancies Policy* states that in general, claimable costs may include the filing fee. As the landlord's claim has been successful, the tenant shall pay the hearing expenses.

Decision

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

Summary

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

20. The tenant shall vacate the premises immediately.

21. 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.

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

November 22, 2024

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office