

Residential Tenancies Tribunal

Application 2024-0949-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:50 p.m. on 12-November-2024.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, attended the preliminary of the hearing to authorize [REDACTED] to speak on his behalf. [REDACTED] 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 via prepaid registered mail ([REDACTED]) on 28-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 1-September-2021. Rent is \$650.00 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 \$34.50

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 him by the tenant on 31-August-2024 stating that she would be moving out on 30-September-2024 (LL#2).

Landlord's Position

10. The landlord's representative stated that he accepted the termination notice and found a new tenant to take possession on 1-October-2024.

Tenant's Position

11. The tenant did not dispute that she gave the landlord a one-month termination notice nor did she dispute that they both agreed that she would vacate the premises on 30-September, however she testified that she revoked the termination notice on 5-September-2024. The tenant wishes to remain in the unit.

Analysis

12. 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.*

13. I accept that the tenant gave a termination notice to the landlord and the landlord accepted the notice as a proper notice and proceeded to secure a new tenant for the unit. Tenants cannot revoke termination notices unless both parties agree to do so. The

landlord testified that he did not accept the revoked notice and I find that he was in his right to do so.

14. I find that the tenant should have vacated the premises on 30-September-2024.

Decision

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

Issue # 2: Hearing expenses \$34.50

16. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and incurred postal fees in the amount of \$14.50. the landlord submitted a copy of the receipts (LL#3). Section 12-1 of the *Residential Tenancies Policy* states that in general, claimable costs may include the filing fee and any charges incurred in the preparation of the hearing. As the landlord's claim has been successful, the tenant shall pay the hearing expenses.

Decision

17. The landlord's claim for *hearing expenses* succeeds in the amount of \$34.50.

Summary

18. The tenant shall reimburse the landlord \$34.50 for hearing expenses.

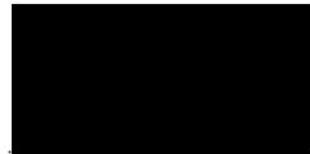
19. The tenant shall vacate the premises immediately.

20. 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.

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

November 22, 2024

Date


Pamela Pennell, Adjudicator
Residential Tenancies Office