

Residential Tenancies Tribunal

Application 2024-0965-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:07 a.m. on 19-December-2024.
2. The applicant, [REDACTED], represented by [REDACTED] and [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 personally on 30-October-2024 (LL#1). The tenant confirmed receipt of the document on that date. The landlord submitted a second affidavit stating that they served the tenant with the Notice of Rescheduled Hearing electronically by email to: [REDACTED] on 18-November- 2024 (LL#2). The respondent also confirmed receipt of the document on that date. 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 4-March-2019. Rent is \$263.00 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. 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*: 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 31-May-2024 under Section 18: Notice of termination of rental agreement to vacate the premises on 31-August-2024 (L#3).

Landlord's and Tenant's Positions

10. The landlord did not have a position as they gave the termination notice under the authority of the *Residential Tenancies Act, 2018*. The tenant did not dispute that the termination notice was a valid notice with regards to the timeframe that she was given to vacate, however the tenant wished to plea her case and ask for a chance to stay in the unit.

Analysis

11. 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.*

12. The landlord's representative testified that they gave the termination notice on 31-May-2024 by posting it to the tenant's door. The tenant confirmed receipt of the termination notice on that date. I accept the tenant's statement that she has had some mental health issues, and she wishes to remain in 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.

13. 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. I find that the termination notice is a valid notice.
14. I find that the tenant should have vacated the premises on 31-August-2024.

Decision

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

Issue # 2: Hearing expenses \$20.00

16. Section 12-1 of the *Residential Tenancies Policy Manual* states:

Recovery of Costs

In general, claimable cost may include the following:

- a. The \$20.00 filing fee
- b. The costs incurred in the preparation for a hearing
- c. The cost incurred in serving the other party with the application or with the evidence, or serving a witness with a subpoena, such as
 - Process server
 - Registered mail or Xpresspost

17. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and they are seeking reimbursement. The landlord provided a copy of the receipt to support the claim (LL#4). As the landlord's claim has been successful and in accordance with Policy 12-1 as stated above, I find that the tenant is responsible for the hearing expenses.

Decision

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

Summary of Decision

19. The tenant shall pay the landlord \$20.00 for hearing expenses.
20. The tenant shall vacate the property 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.

December 24, 2024

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office