

Residential Tenancies Tribunal

Application 2024-0995-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:15 a.m. on 27-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", did not attend.

Preliminary Matters

4. The tenant was not present or represented at the hearing and when I tried to reach him at the start of the hearing, his number was not available. This Tribunal's policies concerning notice requirements and hearing attendance have been adopted from the *Rules of the Supreme Court, 1986*. According to Rule 29.05(2)(a) respondents to an application must be served with claim and notice of the hearing 10 clear days prior to the hearing date and, where the respondent fails to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondent's absence so long as he has been properly served. The landlord's representative submitted an affidavit with their application stating that they had served the tenant with the notice of the hearing on 6-November-2024 personally and electronically (LL#1). In accordance with the *Residential Tenancies Act, 2018* this is good service. As the tenant was properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, the hearing proceeded in his absence.
5. There was written a fixed term rental agreement which commenced on 1-June-2021 for one year and then converted into a month-to-month agreement. Rent is \$1070.00 per month due on the first of each month. A security deposit of \$637.50 was paid in 2021 and is in the landlord's possession.

Issues before the Tribunal

6. The landlord is seeking:
 - 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 18: Notice of termination of rental agreement.

Issue # 1: Vacant Possession of the Rented Premises

Landlord's Position:

9. The landlord's representative submitted a copy of the *Standard termination notice*, issued to the tenant on 27-June-2024 with a move-out date of 30-September-2024, under Section 18: Notice of Termination of Rental Agreement. The landlord's representative further stated that the termination notice was served by the property manager to the tenant personally and was also sent via email on that date. The landlord submitted a copy of the termination notice to support the claim (LL#2).

Analysis

10. 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.*

11. I accept landlord's testimony as the tenant was not present or represented during the hearing to provide his own testimony. In accordance with the Section 18 of the *Residential Tenancies Act*, as stated above, the termination notice given not less than 3 months before the end of the rental period, meets the technical requirements of the *Act* and is a valid notice.

12. I find that the tenant should have vacated the property by 30-September-2024.

Decision

13. The tenant shall vacate the premises immediately.

14. 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.

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

December 6, 2024

Date

Oksana Tkachuk, Adjudicator
Residential Tenancies Office