

Residential Tenancies Tribunal

Application 2024-1160-NL

Michael Reddy
Adjudicator

Introduction

1. Hearing was held at 9:08 AM on 27 January 2025 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, attended the hearing.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, attended the hearing.

Preliminary Matters

4. The landlord supplied an affidavit of service (L#1) with her application indicating the tenant was served electronically ([REDACTED]) on 6 January 2025 at approximately 3:23 PM. The landlord also supplied confirmation of this e-mail correspondence (L#2). The tenant did not dispute this service. In accordance with the *Residential Tenancies Act, 2018*, this is good service.
5. There was a verbal monthly rental agreement between 15 April 2024 and 11 November 2024, with rent of \$700.00, internet, heat and lights included. Rent was due on the 15th of each month for a bedroom of a 3-bedroom house, bathrooms, living room and kitchen being common areas. There was no security deposit collected on the tenancy.

Issues before the Tribunal

6. The landlord is questioning the validity of termination notice of the tenant and is seeking rental arrears of \$700.00.

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* (the *Act*).
8. Also considered and referred to in this decision are Sections 34 and 35 of the *Act*.

Issue 1: Validity of Termination Notice and Rent Paid

Landlord Position

9. The landlord testified that she and the tenant had been friends prior to the tenancy and the tenant, "*had to learn to live and I had a room, so she decided to move in*". The landlord stated the tenant had initially moved in for a few days on 4 April 2024 as the tenant was unsure she would be remaining at the rental premises. The landlord stated the tenant chose to remain and began paying rent on 15 April 2024.
10. The landlord testified on 11 November 2024, the tenant sent her a text message indicating she (the tenant) would be terminating the rental agreement and vacating the rental premises. Along with her application, the landlord supplied a copy of that text message (L#3). The landlord stated this notice was not valid and was seeking the monthly rent for November 2024. Along with her application, the landlord supplied money transfers of rental payments from the tenant (L#4). On the date of the hearing (27 January 2025), the landlord stated personal belongings of the tenant remain at the rental premises which included two medium pictures, one large tote, a jacket, laundry, a cat tree, and a microwave.

Tenant Position

11. The tenant disputed there was a rental agreement in place during the tenancy. She stated she paid rent for October 2024, and she vacated the rental premises by the end of October 2024. She did not dispute sending the landlord a text message on 11 November 2024 in relation to her terminating of the rental agreement.
12. The tenant testified she vacated the rental premises towards the end of October 2024 and stated there had been a number of times in October 2024 when she stayed at her boyfriends' residence; therefore, she did not feel responsible for payment of rent for November 2024. She did not dispute that the personal items identified by the landlord were left at the rental premises.

13. The tenant testified she attempted to discuss the application for dispute resolution and the hearing with the landlord and the landlord informed her that she (the landlord) would comment on social media about the tenant. The tenant stated she offered the landlord \$350.00 which was not accepted. The tenant expressed her concerns with the potential impacts of her name being mentioned on social media by the landlord as she was in the process of securing a new rental premises.

Analysis

14. To be valid, a termination notice must comply with all relevant sections of the *Act*.

Requirements for notices

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.

15. Upon review of L#3, this piece of evidence does not comply with the requirements of Section 34 as referenced above. Specifically, it is not signed by the tenant, it does not contain the name and address of the recipient, it does not identify the address of the rental premises, and it does not identify the Section of the *Act* under which the notice is given as required under Section 34.
16. The termination notice issued by the tenant on 11 November 2024 is not a valid notice.
17. As no valid notice of termination was provided by the tenant and there was no dispute that personal belongings of the tenant remain at the rental premises, the landlord may claim one month's rental income. The landlord's claim for unpaid rent succeeds in the amount of \$700.00.

Decision

18. The termination notice issued by the tenant on 11 November 2024 is not a valid notice and the landlord's claim for \$700.00 rental arrears succeeds.

Summary of Decision

19. The termination notice issued by the tenant is not valid and the landlord's claim for rental arrears in the amount of \$700.00 succeeds.



14 April 2025

Date

Michael Reddy, Adjudicator
Residential Tenancies Office