

Residential Tenancies Tribunal

Application 2024-1172-NL & 2024-1187-NL

Michael Reddy
Adjudicator

Introduction

1. Hearing was held at 2:00 PM on 20 February 2025 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as the tenant, did not attend and was not represented.
3. The respondent and counter-applicant, [REDACTED], hereinafter referred to as the landlord, attended.

Preliminary Matters

4. The tenant was not present or represented at the hearing and I was unable to establish contact with her by telephone prior to the hearing. 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 the hearing may proceed in the respondent's absence so long as they have been properly served. The landlord submitted an affidavit (L#1) with the application stating the tenant had been served electronically: [REDACTED] on 9 February 2025 at approximately 8:45 PM. As the tenant was properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in his absence.
5. The tenant was not in attendance, and her application [#2024-1172 -NL] was dismissed; nonetheless, the matter raised will be addressed through the outcome of this hearing.

6. The written monthly rental agreement (L#2) commenced on 1 June 2021 with rent of \$1000.00 due on the 1st of each month. There was a security deposit of \$472.00 collected on the tenancy, in June 2021, and is still in the landlord's possession.

Issues before the Tribunal

7. The landlord is seeking an Order for Vacant Possession and \$20.00 hearing expenses.

Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018* (the *Act*).
9. Also considered and referred to in this decision are sections 18(2), 18(9), and 34 of the *Act*, reproduced below:

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.

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.

Issue 1: Vacant Possession of the Rental Premises

10. The landlord testified he issued the tenant a termination notice electronically on 1 September 2024 at 6:19 PM under Section 18 of the *Residential Tenancies Act, 2018*, with a request for the tenant to vacate the rental premises by 1 December 2024 (L#2). Along with his application, he also supplied a copy of that termination notice and the email (L#3). The accompanying email noted a termination date of 1 January 2025. The landlord testified that following communication with the Residential Tenancies program, he contacted the tenant via e-mail on 15 December 2024 at 9:10 PM advising that the date she would be expected to vacate the rental premises was 1 January 2025 and she would not be responsible for payment of rent after that date (L#4). The landlord stated there was no second termination notice issued to the tenant at that time; the only notice was the Section 18 Notice to Terminate- Standard, issued on 1 September 2024 with a request to vacate by 1 December 2024. The landlord stated the tenant remains in the rental premises as of the date of the hearing.

Analysis

- 11. To receive an order for vacant possession, a landlord must issue a valid termination notice. To be valid, a termination notice must comply with all relevant sections of the *Act*.
- 12. Upon review of L#2, this piece of evidence complies with all the requirements of Section 34 as referenced above.
- 13. L#2 was signed by the landlord, and provided to the tenant on 1 September 2024, the first day of the relevant rental period. This complies with section 18(9)(a) and (b). However, L#2 identifies the termination date of the tenancy of 1 December 2024; which, in accordance with the landlords testimony, is the first

day of a rental period. This does not comply with section 18(9)(c) which stipulates that the date on which the tenant is to vacate shall be the last day of the rental period (in this instance, the last day of the month).

14. The section 18 termination notice issued by the landlord on 1 September 2024 is not valid.

Decision

15. The landlord's claim for vacant possession of the rental premises does not succeed.

Issue 2: Hearing Expenses

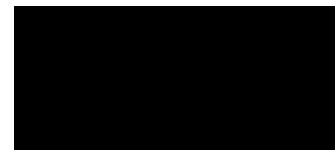
16. As the landlord's claim for vacant possession of the rental premises does not succeed, his claim for hearing expenses does not succeed.

Summary of Decision

17. The landlord's claim for vacant possession of the rental premises does not succeed.
18. The landlord's claim for hearing expenses does not succeed.

27 February 2025

Date



Michael Reddy, Adjudicator
Residential Tenancies Office