

Residential Tenancies Tribunal

Application 2025-0268-NL

Michael Reddy
Adjudicator

Introduction

1. The hearing was called at 9:09 AM on 22 April 2025 via teleconference.
2. The applicant, [REDACTED], represented by [REDACTED], hereinafter referred to as the landlord, participated in the hearing.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, participated in the hearing.

Preliminary Matters

4. The landlord submitted an affidavit (L#1) with the application stating the tenant had been served via electronic mail [REDACTED] at approximately 2:31 PM on 3 April 2025. The tenant did not dispute this service. In accordance with the *Residential Tenancies Act, 2018*, this is considered good service.
5. There is a written monthly rental agreement, effective on 1 May 2023, with rent set at \$750.00, due on the first of each month. A security deposit of \$375.00 was collected and remains in the possession of the landlord.
6. The landlord requested to amend the application to include rental arrears of \$750.00 for April 2025 and \$20.00 hearing expenses. Upon review of the Application for Dispute Resolution of the landlord (L#2), rental arrears was not identified as a matter of dispute. Under the principles of natural justice, a respondent has the right to receive such details necessary to prepare a reasonable defense. As this was not included in the original application, the requested amendment is denied at this time.

Issues before the Tribunal

7. The landlord is seeking the following:
 - An Order of Vacant Possession of the rental premises
 - Hearing expenses of \$20.00

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, relevant and referred to in this decision are Sections 18, 34 and 35 of the *Act*, *along with Policy 12-001 of the Residential Tenancies Program Policy*.

Issue 1: Vacant Possession of the Rental Premises

Landlord Position

10. The landlord testified the tenant was electronically served a termination notice on 16 December 2024 with a request for the tenant to vacate by 31 March 2025. Along with the application, the landlord supplied the termination served to the tenant under Section 18 of the *Act* (L#3). On the date of the hearing (22 April 2025), the landlord testified the tenant remains in the rental premises.

Tenant Position

11. The tenant did not dispute she was issued the Section 18 termination notice on 16 December 2024 with a request to vacate the rental premises by 31 March 2025. She stated she remained in the rental premises on the date of the hearing (22 April 2025) and expressed her concerns with the lack of available rental options.

Analysis

12. 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

.....

(b) not less than 3 months before the end of a rental period where the residential premises is rented from month to month; and

.....

13. On examination of the termination notice submitted into evidence (L#3), I find that the notice served on 16 December 2024 had a termination date of 31 March 2025. As the termination date identified on the notice is not less than 3 months before the end of the rental period and the date the tenant is required to move out, the termination notice follows the requirements of Section 18 (2)(b).

14. Section 18 (9) and 34 identify the technical requirements of the termination notice.

Section 18 (9)

In addition to the requirements under Section 34, a notice under this section shall

- (a) be signed by the landlord;*
- (b) be given not later than the first day of the rental period;*
- (c) state the date on which the rental agreement terminates and the tenant is required to vacate the residential premises; and*
- (d) be served in accordance with section 35.*

Section 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. On examination of the termination notice, I find all these criteria have been met. Further, as identified above, the landlord testified that the termination notice was placed on the door of the rental premises. This method is identified under Section 35 as a valid and permissible method of service.
16. According to the reasons identified above, I find the termination notice issued by the landlord to be proper and valid. The tenant should have vacated the premises on 31 March 2025.

Issue 2: Hearing Expenses

17. The landlord offered evidence of the application fee (L#4) and is seeking compensation. As the application succeeds, in accordance with Residential Tenancies Program Policy 12-001, the landlord claim for hearing expenses succeeds.

Decision

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

Summary of Decision

19. The landlord is entitled to the following:
 - An Order of Vacant Possession of the rented premises.
 - Hearing expenses in the amount of \$20.00

- The tenant shall also pay to the landlords any costs charged to the landlords by the Office of the High Sheriff should the landlords be required to have the Sheriff enforce the Order of Possession.

14 May 2025

Date

Michael Reddy, Adjudicator
Residential Tenancies Office