

Residential Tenancies Tribunal

Application 2025-0301-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 1:53 p.m. on 15-May-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant”, attended via teleconference.

Preliminary Matters

4. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of the hearing electronically via text to +[REDACTED], on 30-April-2025 (LL#1). The tenant acknowledged receiving the notice of the hearing, however testified that she never opened it. In accordance with the *Residential Tenancies Act, 2018*, as the landlord used the phone number provided by the tenant for correspondence and submitted the proof of sent text on that date (LL#2), I accept this to be a good service. As the tenant was properly served, I proceeded with the hearing.
5. There was a written fixed term rental agreement which commenced on 1-December-2022 for two years and transferred to month-to-month relationship. Rent is \$850.00 per month due on 1st of each month. A security deposit was not collected.
6. Upon reviewing the rental agreement, I found that another individual was listed as the second tenant; however, both parties testified that the individual is the tenant’s son, and he is under the age of majority.

Issues before the Tribunal

7. The landlord is seeking:
 - Vacant Possession of the Rented Premises;

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*.

9. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 19: Notice where failure to pay rent and the following section of the *Residential Tenancies Policy*: Section 9-1: Notice of Termination.

Issue #1: Vacant Possession of the Rented Premises

Relevant Submission

10. The landlord submitted two copies of termination notices issued to the tenant as follows:
- 31-March-2025 under Section 18: Standard notice of termination with a termination date of 30-June-2025 (LL#3);
 - 7-April-2025 under Section 19: Notice where failure to pay rent with a termination date of 18-April-2025 (LL#4).

Landlord's Position

11. The landlord stated that both termination notices were served electronically on the same date they were issued. The landlord stated that April rent was not paid, and they issued a termination notice on 7-April. The landlord explained that the rent is remaining unpaid for the months of April and May. The landlord is seeking vacant possession of the rented premises.

Tenant's Position

12. The tenant did not dispute receiving the termination notices issued by the landlord; however, she explained that she did not pay rent for the month of April because she was aware that the landlord wanted her to vacate the unit. The tenant further stated that, prior to entering into a tenancy, there was a verbal agreement that she should reside in the unit for a period of three years, until her son graduates the high school. The tenant testified that the rent was paid on time during the tenancy, prior to the month of April.

Analysis

13. According to the Section 9-1 of the Policy, Termination by More than 1 Notice: *if a termination notice is already in place and a second notice is issued by either party whereby the termination date is earlier than that specified in the first notice, then so long as this second notice is valid, the tenant is required to vacate on the date specified in the second notice.* For those reason Termination notice issued on 7-April-2025 will be analyzed for the purpose of this decision.

14. The notice was served under Section 19 of the *Residential Tenancies Act, 2018*, which states:

Notice where failure to pay rent

- 19. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b),**

- (b) where the residential premises is**
 - i. rented from month to month,**
 - ii. rented for a fixed term, or**
 - iii. a site for a mobile home, and**

*the amount of rent payable by a tenant is **overdue for 5 days or more**, the landlord may give the tenant notice that the rental agreement is terminated and that the tenant is required to vacate the residential premises on a specified date not less than 10 days after the notice is served on the tenant.*

- (4) *In addition to the requirements under section 34, a notice under this section shall*
- a. be signed by the landlord;*
 - b. state the date on which the rental agreement terminates and the tenant is required to vacate the residential premises; and*
 - c. be served in accordance with section 35.*

15. I accept the landlord's and tenant's testimony, that the tenant was in rental arrears when the termination notice was served, and that rent was not paid for the months of April and May.

16. Accordingly, I accept the landlord's testimony that the termination notice was delivered in compliance with the legislative requirements on 7-April. In accordance with Section 19 of the *Act*, the termination notice submitted by the landlord provided the tenant with not less than 10 days from the date the notice was served to vacate the premises. Therefore, the termination notice issued on 7-April-2025 meets all procedural requirements outlined in s.19(4) and s.34 of the *Act* and is a valid notice.

Decision

17. The tenant should have vacated the property by 18-April-2025.

Decision

18. The tenant shall vacate the property immediately.

19. 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.

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

May 29, 2025

Date

Oksana Tkachuk, Adjudicator
Residential Tenancies Office