

Residential Tenancies Tribunal

Application 2022-No.23-NL

Decision 22-0023-00

Jacqueline Williams
Adjudicator

Introduction

1. Hearing was called at 9:04 a.m. on 09-February-2022.
2. The applicant, [REDACTED], represented by [REDACTED] [REDACTED], hereinafter referred to as "the landlord" attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as "the tenant" attended by teleconference
4. The Tenant's boyfriend, [REDACTED], hereinafter referred to as "the witness," also attended by teleconference.

Preliminary Matters

5. The landlord provided an Affidavit of Service (LL#01), she testified that a staff member delivered the notification of hearing on 26-January-2022 at 3:30 p.m. The tenant confirms the service of document.
6. The tenant and the witness stated that they picked up the notice of hearing from the post office, the landlord confirmed that the notification for a different date was sent by registered mail, however, the notification for this date was hand delivered.

Issues before the Tribunal

7. The Landlord is seeking:
 - Premises vacated
 - Reimbursement for 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*.
9. Also relevant and considered in this case are Section 18: Notice of Termination of Rental Agreement and Section 35 Service of Documents, of the *Residential Tenancies Act, 2018*.

Issue 1: Vacant Possession of the Rental Premises

Landlord's Position

10. The landlord provided the written lease (LL#02) indicating that they entered into a written lease with the tenant on 01-November-2020 for a term ending on 31-October-2021. The lease is for \$800.00 a month, pay own utilities. The rental period is from the 1st of the month to the end with payment due on the 1st of each month. A security deposit of \$400.00 on 20-October-2020. The landlord is still in possession of this deposit.
11. The landlord submitted a Notice to Terminate Standard under section 18 of the Act (LL#03). She testified that a staff personally delivered the notice on 27-July-2021.
12. The Notice to Terminate Standard (LL#03) was signed on 27-July-2021 and was dated for a termination date of 31-October-2021.

Tenant's Position

13. The tenant confirmed the details of the lease agreement provided by the landlord.
14. The tenant stated that the termination notice came in the mail. The witness does acknowledge that a lot of time has passed since receiving the notification and they might have the details mixed up.
15. The tenant is still living at the apartment. She is confused by the notice and wanted to know if she had done something to cause the termination notice. She doesn't have anywhere to go when she moves from this apartment.

Analysis

16. Section 18 of the *Residential Tenancies Act, 2018* 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

.....

(c) not less than 3 months before the end of the term where the residential premises is rented for a fixed term.

.....

17. Section 18(2)(b) states that with a term lease a landlord must give notice of not less than 3 months' before the end of the rental period to terminate the rental agreement. The landlord does not have to provide an explanation for the termination of the tenancy.
18. The landlord's notice to the tenant meets the requirement of the *Act* and is a valid termination notice.

Decision

19. The landlord's claim for an order for vacant possession succeeds.
20. The tenant shall vacant the premises immediately.
21. The tenant shall also 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.

Issue 2: Hearing Expenses

22. The landlord incurred the cost of filing for the hearing expense and provided a receipt for the \$20.00 (LL#04), as the claim is successful the landlord may retain \$20.00 from the Tenant's security deposit.

Summary of Decision

28. The landlord is entitled to the following:
 - An order for vacant possession of the rented premises,
 - The tenant shall also 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.
 - Retain \$20.00 of the Tenant's security deposit for this expense.

February 14, 2022

Date

Jacqueline Williams, Adjudicator
Residential Tenancies Office