

## **Residential Tenancies Tribunal**

Application 2022-0028-NL  
2022-0246-NL

Decision 22-0028-00

Jacqueline Williams  
Adjudicator

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### **Introduction**

1. Hearing was called at 9:07 a.m. on 05-April-2022.
2. The applicant, [REDACTED], represented by [REDACTED] and [REDACTED], hereinafter referred to as "landlord1" and "landlord2," attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as "the tenant" attended by teleconference

### **Preliminary Matters**

4. Both parties submitted affidavits for the service of documents (LL#01) and (TT#01). Both parties agreed that they received good service.

### **Issues before the Tribunal**

5. The landlord is seeking vacant possession of the property.
6. The tenant is seeking validity of the termination notice.
7. Both parties are seeking 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 decision is the following section of the *Residential Tenancies Act, 2018*: Section 18: Notice of termination of rental agreement.

## **Issue 1: Vacant Possession of the Rental Premises / Validity of termination notice**

### Landlord's Position

10. The landlord said that they do not receive the rent for the apartment; they are property managers for the home owner. They said that the tenant pays rent to the homeowner.
11. The landlords submitted a Standard Termination Notice (LL#02) that was served to the tenant. The notice is signed and dated for 08-October-2021 with a termination date of 30-January-2022. This notice has been initialed and amended for 31-January-2022.
12. Landlord2 said that she signed the document and she noticed that the incorrect date of 30-January-2022 was on the notice after it had been served. She said she immediately corrected and initialed the date, she then served the document again via email. Landlord1 checked the emails and said that it was sent on 08-October-2021.

### Tenant's Position

13. The tenant relayed the terms of her rental agreement with the homeowner. She said that she has lived at the apartment since 01-January-2015. She said that she has a verbal monthly agreement, the rental period is from the 1<sup>st</sup> day of the month to the last and she pays \$595.00 each month on the 1<sup>st</sup> day. She said that she paid the homeowner \$446.00 security deposit when she first moved in and that the homeowner is still in possession of the deposit.
14. The tenant submitted the Standard Termination Notice (TT#02) which had the original date of 30-January-2022. The tenant acknowledges that she did receive the amended notice by both email and in her mailbox.

### **Analysis**

15. 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*

- (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.*

16. The amended termination notice meets the requirements of the Act and is a valid notice. The notice was served in accordance of the Act.
17. The tenant should have vacated the property by 31-January-2022.

### **Decision**

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

### **Issue 2: Hearing expenses reimbursed \$20.00**

21. The landlords and the tenant both submitted the receipt for \$20.00 for the cost of the hearing (LL#03 and TT#03) and pursuant to policy 12.01, as the landlords' claim has been successful they are entitled to reimbursement of that cost from the tenant. The landlords shall retain the \$20.00 hearing fee from the security deposit.

### **Summary of Decision**

22. The landlords will be awarded an order of vacant possession.
23. The landlords shall retain the \$20.00 hearing fee from the security deposit.
24. The tenant shall vacate the premises immediately.
25. 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.

April 7, 2022

Date

[REDACTED]  
Jacqueline Williams, Adjudicator  
Residential Tenancies Office