

Residential Tenancies Tribunal

Application 2022-No.124-NL

Decision 22-0124-00

Jacqueline Williams
Adjudicator

Introduction

1. Hearing was called at 11:03 a.m. on 28-April-2022.
2. The applicant, [REDACTED], hereinafter referred to as “the homeowner” did not attend, he submitted an authorized representative form (LL#01) for his Property Manager to represent him at the hearing. The Property Manager, [REDACTED] attended the hearing, hereinafter referred to as “the landlord.”
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” attended the hearing.

Preliminary Matters

4. The landlord submitted an affidavit (LL#02) stating that notice was given to the tenant by giving it to [REDACTED] on 02-February-2022, who subsequently passed it to the tenant. The tenant explained that she has anxiety and [REDACTED] has been assisting her with matters around the termination notice, she confirms that she received the notice as stated.

Issues before the Tribunal

5. The landlord is seeking vacant possession of the rental premises.

Legislation and Policy

6. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
7. 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

Landlord's position

8. The landlord submitted the rental agreement (LL#03) that they have with the tenant. The tenant signed the agreement on 01-March-2015 with the homeowner. The tenant was living there when the house was sold and she signed this lease when the present homeowner purchased the property. Currently, the tenant is in a monthly lease agreement for \$950.00 rent each month. The rental period is from the first day of the month to the last; with rent due on the 1st day of each month. The landlord said that the homeowner is in possession of the tenant's \$700.00 security deposit.
9. The landlord submitted a termination notice (LL#04), it is a Section 18 notice sent in a letter to the tenant. The letter identifies the rental address, the tenant's name and cites that it is a Section 18 notice. The letter was dated and signed for 30-August-2021 with a termination date of 30-November-2021. The landlord said that they sent the notice by courier and they provided the receipt for the courier dated 30-August-2021. The courier reported back to the landlord that he had posted the notice on the tenant's door.
10. The landlord explained that the only reason for termination is that the homeowner is selling the property. The landlord understands that the tenant has health concerns and that she is struggling to find housing. The landlord acknowledges that the tenant is a good tenant and she is willing to work with the tenant to assist her in finding new accommodations.
11. The landlord was not aware of any agreements or conversations between the tenant and homeowner.
12. The landlord is seeking an order of vacant possession.

Tenant's Position

13. The tenant confirms the details of the rental agreement.
14. The tenant said that she received the termination notice and has been struggling to find housing, she said she has health issues and would have trouble moving.
15. The tenant said that, her daughter spoke with the homeowner and he had agreed to them staying until 01-January-2022. She said that then in February, the homeowner gave her a notice for an increase in rent from \$950.00 to \$1,250.00 to begin in six months' time. The tenant said because of this notice of rent increase, she was confused about the termination notice and thought that perhaps she could stay. She said she has been working with a support person to assist her in finding a new place.

Analysis

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

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.


17. The termination notice submitted by the landlord (LL#04) meets the requirements of the Act and is a valid notice; the tenant should have moved on 30-November-2021.

Summary of Decision

18. The tenant shall vacate the premises immediately.
19. The tenant shall pay to the landlord any costs charged to the landlord, by the Office of the High Sherriff, should the landlord be required to have the Sheriff enforce the attached Order of Possession.
20. The landlord is granted an Order of Possession.

April 29, 2022

Date


Jacqueline Williams, Adjudicator
Residential Tenancies Office