

Residential Tenancies Tribunal

Application 2022-No.140-NL

Decision 22-0140-00

Jacqueline Williams
Adjudicator

Introduction

1. Hearing was called at 11:03 a.m. on 11-May-2022.
2. The applicant, [REDACTED], represented by [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.

Preliminary Matters

4. The landlord submitted an affidavit (LL#01) stating that they served the tenant with notification of today’s hearing by prepaid registered mail. The mail was sent on 10-March-2022 and the tracking number shows it was picked up on 17-March-2022. The tenant confirms service of package.

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 said that they have a written monthly rental agreement with the tenant. She said that the tenant moved in on 01-August-2005. His rental period is from the first day of the month to the last; rent is due in full on the first. The tenant currently pays \$855.00 a month, utilities are not included. The landlord said that the tenant paid a \$255.00 security deposit to the previous property owner. She said that when they bought the property in December 2010, the tenant's security deposit was transferred to them; they are still in possession of his deposit.
9. The landlord submitted a termination notice (LL#02), it is a Section 18 notice that was dated and signed for 21-January-2022 with a termination date of 30-April-2022. The landlord said that they served the notice by posting it on the tenant's door on 21-January-2022. The landlord took a picture of the door (this was not submitted) and she described in detail the signs and notices on his door on the day in question.
10. The landlord is seeking an order of vacant possession.

Tenant's Position

11. The tenant confirms the details of his rental agreement.
12. The tenant doesn't recall the termination notice being posted on the door. He does acknowledge that he is older and is being tested for cognitive issues as he is forgetting important things.
13. The tenant has lived in the apartment for a long time and he doesn't understand why he has been evicted.

Analysis

14. 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.


15. A Section 18 termination notice is a standard notice and the landlord is not required to explain the reason for the termination.
16. I accept that the landlord posted the notice to the tenant's door as stated.
17. The termination notice submitted by the landlord (LL#02) meets the requirements of the Act and is a valid notice.
18. The termination notice is valid and the tenant should have moved on 30-April-2022.

Summary of Decision

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 Sherriff, should the landlord be required to have the Sheriff enforce the attached Order of Possession.
21. The landlord is granted an Order of Possession.

May 13, 2022

Date


Jacqueline Williams, Adjudicator
Residential Tenancies Office