

Residential Tenancies Tribunal

Applications: 2022 No. 0401 NL

Decision 22-0401-00

Jaclyn Casler
Adjudicator

Introduction

1. The hearing was called at 11:10AM on 05 July 2022 via teleconference.
2. The applicant, [REDACTED], as represented by [REDACTED], hereinafter referred to as “the landlord”, participated in the hearing.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant”, participated in the hearing.
4. An affidavit of service was provided by the landlord (L#1) confirming that the tenant was served by registered mail of the claim against her. A review of the tracking number provided with the affidavit indicates that the package was not picked up by the tenant, however, subsection 42(6) of the *Residential Tenancies Act* considers items served by registered mail, to be served 5 days after the registered mail is sent.
5. The details of the claim were presented as a month-to-month rental agreement, running since 10 June 2019 with monthly rent is set at \$263.00. A security deposit was not collected and a copy of the written rental agreement was provided (L#2).
6. In a proceeding under the *Residential Tenancies Act*, the applicant has the burden of proof. This means the applicant has the responsibility to prove that the outcome they are requesting should be granted. The standard of proof, in these proceedings, is referred to as the balance of probabilities which means the applicants have to establish that their account of events is more likely than not to have happened.

Issues before the Tribunal

- The landlord is seeking an order for vacant possession.

Legislation and Policy

7. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018* (the *Act*).
8. Also relevant and considered in this case is section 18 and 34 of the *Act*.

Issue 1: Vacant Possession Landlord's Position

9. The rental premises is a row house located at [REDACTED].
10. The landlord provided a copy of the termination notice issued on 23 March 2022 (L#3). The notice was issued under "section 18" of the *Act* and identified a stated move out date of 30 June 2022. The notice was served by registered mail and regular mail. A review of the tracking number associated with the registered mail indicates that it was not picked up.
11. The landlord is seeking an order for vacant possession of the rented premises.

Tenant's Position

12. The tenant testified that she did not receive the termination notice when it was sent on 23 March 2022. She stated that she lost her ID and ID is required for picking up registered mail. She also testified that registered mail slips do not indicate who the mail is from, so she did not know it was a package from her landlord.
13. The tenant testified that she does not think it is right that NL Housing can evict people because "they are supposed to be helping". The tenant testified that she is a victim of domestic abuse and that this is written on her file. Related to this, the tenant testified that NL Housing was supposed to transfer her to a different unit but that they did not.
14. The tenant testified that she was surprised there were arrears on her account because she was informed by a [REDACTED], who was said to be her landlord's representative, that everything was good after she previously experienced a "welfare mishap" in fall of 2021.

Analysis

15. Section 18 of the *Act* allows a landlord to terminate a rental agreement on three (3) months notice without having to provide reasons to either the tenant or to this Tribunal.
16. The validity of such a notice is determined by its compliance with a number of provisions of the *Act*. If and where a notice is found to not comply with any particular provision, the notice is deemed not valid.


17. Specific to a termination notice issued by a landlord under section 18 of the *Act*, it is required to comply with each of the following to be deemed valid:
- Rental agreement specific timelines for issuing a notice (18(2) of the *Act*);
 - Specific details on notices issued (18(9) of the *Act*);
 - Specific details on notices issued (34 of the *Act*); and
 - Requirements for service of the notice (35 of the *Act*).
18. Regarding the Section 18 Termination Notice issued to the tenant on 23 March 2022, I accept the landlord's claim and evidence that the tenant was issued the notice submitted on 24 March 2022 and that the notice was properly served. As the notice meets all the requirements set out in the *Act*, as seen above, and as it was properly served, it is a valid notice.

Decision

19. The landlord's claim for an order for vacant possession of the rented premises succeeds.
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.

13 July 2022

Date


Jaclyn Casler
Residential Tenancies Tribunal