

Residential Tenancies Tribunal

Application: 2022 No. 0457 NL

Decision 22-0457-00

Jaclyn Casler
Adjudicator

Introduction

1. The hearing was called at 11:02 AM on 18 July 2022 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as "the tenant", participated in the hearing.
3. The respondent, [REDACTED], as represented by [REDACTED] and hereinafter referred to as "the landlord", participated in the hearing.
4. No affidavit of service was provided. However the landlord testified that she received notice of the hearing by email. The landlord consented to participate in the hearing.
5. The details of the claim were presented as a long standing rental agreement since 2015 with monthly rent set at \$263.00. No security deposit was collected.
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

7. The tenant is seeking validity of the termination notice determined.

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* (the *Act*).
9. Also relevant and considered in this case is section 18 and 19 of the *Act*.

Preliminary Matters

10. The landlord testified that they have an open case, 2022-0483-NL against the tenant for an order of vacant possession in reference to the same termination notice that was submitted by the tenant for validity of termination notice determined.

Issue 1: Validity of Termination Notice

Tenant's Position

11. The tenant submitted a copy of the termination notice received. She stated that she received it by registered mail shortly after the 25 May 2022 day on the notice. The notice reads:

“We hereby give you notice in accordance with Section 19, of the Residential Tenancies Act, to deliver up possession of the premises at [REDACTED] [REDACTED] which you hold with us as an tenant, on August 31, 2022.”

12. The tenant asked, “*What is section 19? Doesn't section 19 have to do with payment of rent?*”

Landlord's Position

13. The landlord testified that the copy of the termination notice provided by the tenant was the termination notice sent by the landlord. The landlord testified that the notice, sent by registered mail, was picked up on 28 May 2022.
14. The landlord testified that the tenant has no arrears on her account and that she had no arrears on her account on the day that the termination notice was issued. The landlord agreed that the termination notice as issued was a no-cause termination notice.

Analysis

15. Regarding the Termination Notice issued to the tenant on 25 May 2022, I note that the landlord cited “Section 19 of the *Residential Tenancies Act*” as their authority for termination instead of “Section 18 of the *Residential Tenancies Act*”.
16. 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.
17. The validity of such a notice is determined by its compliance with any 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.
18. 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*).
19. The tenant was correct in her questioning, that section 19 of the *Act* references non-payment of rent and because there have been no issues of rental arrears for the tenant, she should not have received a section 19 termination notice.
20. Consequently, the termination notice issued to the tenant on 25 May 2022 was not a valid notice because the section of legislation cited did not match the tenant’s situation or the reason cited for termination.

Decision

21. The termination notice issued to the tenant on 25 May 2022 was not a valid notice.

Issue 2: Hearing Expenses

22. The tenant claimed \$20.00 for the expense of applying for the hearing (L#13).
23. As her claim has been successful, the landlord shall pay this hearing expense.

Summary Decision

24. The landlord shall pay to the tenant \$20.00 as compensation for the hearing expense incurred.
25. The termination notice issued to the tenant on 25 May 2022 was not a valid notice.

19 July 2022

Date



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Residential Tenancies Tribunal