

Residential Tenancies Tribunal

Application 2022-No.485-NL

Decision 22-0485-00

Jacqueline Williams
Adjudicator

Introduction

1. Hearing was called at 9:02 a.m. on 21-July-2022.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference

Preliminary Matters

4. The tenant submitted an affidavit stating that she served the landlord by giving the notice of hearing to the landlord’s spouse on 10-June-2022 and also by email. The landlord confirmed receipt of notification.

Issues before the Tribunal

5. The tenant is seeking validity of termination notice.

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 are the following sections of the *Residential Tenancies Act, 2018*: Section 18: Notice of termination of rental agreement and Section 34: Requirements for notices.

Issue 1: Validity of termination

Tenant's Position

8. The tenant said that she is in a verbal monthly agreement with the landlord. She said that she pays \$900.00 a month rent and it includes heat and light. She said that her rental period is from the 1st day of the month until the last. She said that she didn't pay a security deposit.
9. The tenant said that she has moved all of her belongings out of the apartment since 10-June-2022 but she is still paying rent.
10. The tenant said she struggles with strong scents and has complained to the landlord when she is impacted by smells coming in from the landlord's home.
11. The tenant said that the landlord gave her a termination notice (TT#02) on 13-May-2022. She said it was posted to the outside of her door on that day. It is a hand written notice signed by the landlord and it informs her that she is evicted and has one month to leave by 13-June-2022. The notice also outlines the expectations around cleaning the apartment before she moves.

Landlord's Position

12. The landlord agrees with the terms of the rental agreement. She said rent is supposed to be due in full on the first, however she has been receiving payments throughout the month. She said that Income Support pays a portion, NL Housing pays a portion and the tenant pays a portion. She said that the payment from NL Housing usually doesn't come in until about the 27th of the month.
13. The landlord confirms that the tenant moved all her belongings on 10-June-2022 and that rent is still being paid for an empty apartment. She is planning on reporting this to housing.
14. The landlord feels harassed by the tenant, she said the tenant just walks into her home without even knocking and makes complaints. She said the tenant also leaves her doors wide open and the landlord is concerned about rodents. The landlord reports that dealing with the tenant has been stressful, so they gave her a month's notice and wants the tenant to leave.

Analysis

15. A termination notice must be served following the requirements outlined in the *Residential Tenancies Act, 2018*. Section 34 outlines these requirements as follows:

Requirements for notices

34. A notice under this Act shall

- (a) be in writing in the form prescribed by the minister;*

- (b) contain the name and address of the recipient;*
- (c) identify the residential premises for which the notice is given; and*
- (d) state the section of this Act under which the notice is given.*

16. The notice submitted by the tenant (TT#02) does not follow any of the above requirements. The notice is not in a form prescribed by the Minister. It does contain the name of the tenant, however, it does not indicate her address, which means it also doesn't identify the residential address for which notice is given. Finally, it doesn't state the section of the Act that the notice falls under.
17. A landlord can give a tenant notice for cause and the section under which it is given will determine the timeframes and requirements necessary for the notice to be valid. Notice for cause are Sections 19 -24. A landlord can also give a notice, with a longer notice period, that doesn't require a reason under Section 18 of the Act.
18. The notice dated for 13-June-2022 doesn't meet the requirements for notices under the *Residential Tenancies Act, 2018*, and is therefore not valid.

Decision

19. The notice served to the tenant dated 13-June-2022 is not a valid notice.

Issue 2: Hearing expenses reimbursed \$20.00


20. The tenant submitted the receipt for \$20.00 for the cost of the hearing (TT#03) and pursuant to policy 12.01, as her claim is successful, she is entitled to reimbursement of that cost from the landlord.

Summary of Decision

21. The notice with a termination date of 13-June-2022 is not a valid notice.
22. The landlord shall reimburse the tenant \$20.00 for the cost of her filing fee.

July 26, 2022

Date


Jacqueline Williams, Adjudicator
Residential Tenancies Office