

Residential Tenancies Tribunal

Application 2022-No.0763-NL

Decision 22-0763-00

Jacqueline Williams
Adjudicator

Introduction

1. Hearing was called at 11:15 a.m. on 01-December-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" did not attend.

Preliminary Matters

4. The tenant was not present or represented at the hearing and the number provided [REDACTED] was disconnected when I tried to call and the other number [REDACTED] went to voice mail. This Tribunal's policies concerning notice requirements and hearing attendance have been adopted from the *Rules of the Supreme Court, 1986*. According to Rule 29.05(2)(a) respondents to an application must be served with claim and notice of the hearing 10 clear days prior to the hearing date and, where the respondent fails to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondent's absence so long as he has been properly served. The landlord submitted an affidavit (LL#01) with his application stating that he had served the tenant with notice of the hearing, by prepaid registered mail [REDACTED] sent on 16-September-2022. The tenant did not pick up this mail, however, Section 42 of the *Residential Tenancies Act, 2018*, considers prepaid registered mail delivered after 5 days. As the tenant was properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in his absence.

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

Relevant Submissions

8. The landlord said that they have a written monthly term agreement with the tenant, from 01-March-2018 until 28-February-2019. Currently they are in a monthly agreement. The tenant pays \$840.00 a month rent, due on the first day of each month. He also paid \$600.00 security deposit in two installments on 06-February-2018 and 07-March-2018. The landlord is still in possession of the deposit.
9. The landlord submitted a termination notice (LL#02), it is a Section 18 notice that was dated and signed for 19-August-2022 with a termination date of 30-November-2022. The package was delivered to the tenant by [REDACTED] on 22-August-2022, she posted the notice on his door.
10. The landlord is seeking an order of vacant possession.

Analysis

11. 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.

12. The termination notice submitted by the landlord (LL#02) meets the requirements of the *Act* and is a valid notice.
13. The termination notice is valid and the tenant should have moved on 30-November-2022.

Issue 2: Hearing expenses reimbursed \$20.00

14. The landlord submitted the receipt for \$20.00 for the cost of the hearing (LL#03) and pursuant to policy 12.01, is entitled to reimbursement of that cost from the tenant.

Summary of Decision

15. The tenant shall vacate the premises immediately.
16. 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.
17. The tenant shall reimburse the landlord the \$20.00 cost of the application fee.
18. The landlord is granted an Order of Possession.

December 5, 2022

Date



Jacqueline Williams, Adjudicator
Residential Tenancies Office