

Residential Tenancies Tribunal

Application 2022-No.0780-NL

Decision 22-0780-00

Jacqueline Williams
Adjudicator

Introduction

1. Hearing was called at 2:18 p.m. on 21-November-2022.
2. The applicant, [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 there was no number provided to reach him by phone. 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 her application stating that she had served the tenant with notice of the hearing, by prepaid registered mail the affidavit states she sent it on 02-November-2022. The tracking number ([REDACTED]) indicates the package was mailed on 02-November-2022, however it was not picked up. It is our policy to consider prepaid registered mail delivered after 5 days even if it has not been collected. 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.
5. The landlord removed rent owed \$800.00 from her application as rent has been paid.

Issues before the Tribunal

6. The landlord is seeking vacant possession of the rental premises.

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*.
8. 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

9. The landlord said that she has a verbal monthly rental agreement with the tenant. She said that the tenant pays \$800.00 rent of the 1st day of each month. She said that he moved in June of 2019 and that he never paid a security deposit.
10. The landlord submitted a termination notice (LL#02), it is a Section 18 notice that was dated and signed for 30-May-2022 with a termination date of 31-August-2022. The landlord said that they she delivered the notice a few days before 30-May-2022 and handed it directly to the tenant.
11. The landlord is seeking an order of vacant possession.

Analysis

12. 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.

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

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 landlord is granted an Order of Possession.

November 28, 2022

Date


Jacqueline Williams, Adjudicator
Residential Tenancies Office