

Residential Tenancies Tribunal

Application 2022-No.0839-NL

Decision 22-0839-00

Jacqueline Williams
Adjudicator

Introduction

1. Hearing was called at 2:04 p.m. on 08-November-2022.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as “tenant1 and tenant2” attended by teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as “landlord1 and landlord2” attended by teleconference.

Preliminary Matters

4. Tenant2 provided an affidavit (LL#01) stating that they served the landlords by prepaid registered mail on 13-October-2022, they provided the tracking number [REDACTED] [REDACTED] which shows the package was delivered on 14-Octboer-2022. Landlord1 confirms service of the documents.

Issues before the Tribunal

5. The tenants are 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 is the following section of the *Residential Tenancies Act, 2018*: Section 18: Notice of termination of rental agreement.

Issue 1: Validity of termination notice

Tenants' Position

8. The tenants provided the written monthly rental agreement (TT#02) that they hold with the landlords. Tenant2 said that they moved in on 01-August-2021 and that they are still living there. She said that they pay \$1,200.00 rent each month on the 1st and that they pay \$170.00 for oil each month. She said that on 16-July-2021 they paid a security deposit of \$900.00. She believes the landlords are still in possession of the deposit.
9. Tenant2 has issues with the increases with the oil costs and she said that the landlords are not giving them enough notice of the increase.
10. The tenants submitted a termination notice (TT#03), it is a Section 18 notice that was dated and signed for 15-September-2022 with a termination date of 31-December-2022. She said that the landlord2 knocked on her door on 15-September-2022 and gave her the notice. She disputes that he didn't give her three months' notice that he was going to give her the notice.

Landlord's Position

11. Landlord2 confirms the details of the rental agreement as stated. He also points out that in appendix A of the rental agreement (TT#02) it states: "2). Heating is apportioned at 60/40 based on previous year's costs to be disclosed by landlord. Cost can adjust based on fluctuation in oil prices, landlord to give ample notice as per Landlord Tenants Act."
12. Landlord2 confirms that he delivered the notice in person on 15-September-2022 and gave it to the tenants personally.

Analysis

13. 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.*

14. The termination notice submitted by the tenant (TT#03) meets the requirements of the Act and I find the notice is a valid notice. The notice of three months refers to three months from the time the tenant is given the notice until the time that they have to move. It does not mean that the landlord is to provide three months' notice that they will be issuing a notice.

Summary of Decision

15. The notice given to the tenant on 15-September-2022 with a termination date of 31-December-2022 is a valid notice.

November 17, 2022

Date


Jacqueline Williams, Adjudicator
Residential Tenancies Office