

## Residential Tenancies Tribunal

Application 2022-No.0873-NL  
2022-No.0924-NL

Decision 22-00873-00

Jacqueline Williams  
Adjudicator

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### Introduction

1. Hearing was called at 9:02 a.m. on 04-January-2023.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.
3. The respondent, [REDACTED], represented by [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.

### Preliminary Matters

4. The tenant served the landlord of notification of today’s hearing (TT#01) electronically on 07-October-2022; the landlord confirms receipt of service.
5. The landlord served the tenant of notification of today’s hearing (LL#01) by prepaid registered mail, the package was sent on 04-Novemeber-2022; the tenant confirms receipt of service.

### Issues before the Tribunal

6. The tenant is seeking validity of termination notice.
7. The landlord is seeking vacant possession of the rental premises.

### 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*.
9. 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

## Issue 2: Vacant Possession of the Rental Premises

### Landlord's Position

10. The landlord submitted a written monthly rental agreement (LL#02) that they have with the tenant. The tenant moved into the rental in February 2015. She pays \$263.00 a month for rent. The rental period is from the 1<sup>st</sup> day of the month until the last and rent is due in full on the 1<sup>st</sup> day of each month. The tenant did not pay a security deposit.
11. The landlord submitted a termination notice (LL#03), it is in letter form and determines that the reason for termination is in accordance with Section 18 of the *Residential Tenancies Act, 2018*. The notice that was dated and signed for 23-September-2022, with a termination date of 31-December-2022. The landlord said that they sent the notice by prepaid registered mail on 23-September-2022 and it was returned on 18-October-2022. The landlord also provide proof (LL#04) of the email sent to the tenant on 23-September-2022 at 10:58 a.m., with notification of termination of the rental agreement. The tenant's response is included.
12. The landlord is seeking an order of vacant possession.

### Tenant's Position

13. The tenant submitted her copy of the termination notice (TT#03). She stated that she feels harassed by the landlord and she has been given additional termination notices over the past year.

## Analysis

14. 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.

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(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.*

15. The termination notice submitted by the landlord (LL#03) meets the requirements of the Act and is a valid notice.
16. The termination notice is valid and the tenant should have moved on 31-December-2022.

### **Issue 3: Hearing expenses reimbursed \$20.00**


17. The landlord (LL#05) and the tenant (TT#04) submitted their receipt for \$20.00 for the cost of the hearing. Pursuant to policy 12.01, the landlord's claim is successful and therefore is entitled to reimbursement of that cost from the tenant.
18. The tenant shall reimburse the landlord the \$20.00 cost of filing the application.

### **Summary of Decision**

19. The tenant shall vacate the premises immediately.
20. The tenant shall pay to the landlord the cost of hearing expenses totaling \$20.00.
21. 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.
22. The landlord is granted an Order of Possession.

January 6, 2023

Date

  
Jacqueline Williams, Adjudicator  
Residential Tenancies Office