

Residential Tenancies Tribunal

Application 2022-No.0956-NL

Decision 22-0956-00

Jacqueline Williams
Adjudicator

Introduction

1. Hearing was called at 9:03 a.m. on 05-January-2023.
2. The applicants, [REDACTED] and [REDACTED], are represented by [REDACTED], hereinafter referred to as "the landlord." [REDACTED] and [REDACTED], as well as their son, [REDACTED], attended by teleconference.
3. The respondents, [REDACTED] and [REDACTED] are represented by [REDACTED], hereinafter referred to as "the tenant." [REDACTED] attended by teleconference, [REDACTED] had a work commitment and he did not attend.

Preliminary Matters

4. The landlord submitted an affidavit (LL#01) stating that she served both tenants electronically, as well as, personal service to the tenant on 23-December-2022. The tenant confirmed service as stated by the landlord.

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

Landlord's Position

8. The landlord said that they have a verbal monthly rental agreement with the tenants. She said that the tenants moved in on 01-July-2022 and that they are still living there. She said that the tenants pay \$750.00 each month for rent, which includes cable and internet. She said that the rental period is from the first day each month until the last and that rent is due the first day of each month. In December and January she said that the tenants were in rent arrears. There was no security deposit paid.
9. The landlord submitted a termination notice (LL#02), it is a Section 18 notice that was dated and signed for 29-September-2022 with a termination date of 31-December-2022. The landlord said that they sent the notice in person on 29-September-2022. She said that she brought the notice to the tenants' home and gave it personally to the tenant.
10. The landlord is seeking an order of vacant possession.

Tenant's Position

11. The tenant confirmed the details of the rental agreement as stated by the landlord.
12. The tenant confirmed that the termination notice submitted, is the termination notice she received and that she was served this notice as stated, by the landlord.

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 landlord (LL#02) meets the requirements of the Act and is a valid notice.
15. The termination notice is valid and the tenants should have moved on 31-December-2022.

Issue 2: Hearing expenses reimbursed \$20.00


16. The landlord submitted the receipt for \$20.00 for the cost of the hearing (LL#03) and pursuant to policy 12.01, as their claim has been successful, is entitled to reimbursement of that cost from the tenant.

Summary of Decision

17. The tenant shall vacate the premises immediately.
18. 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.
19. The tenant shall pay to the landlord the \$20.00 for the cost of hearing expenses.
20. The landlord is granted an Order of Possession.

January 6, 2023

Date


Jacqueline Williams, Adjudicator
Residential Tenancies Office