

Residential Tenancies Tribunal

Application 2022-No.1013-NL

Decision 22-1013-00

Jacqueline Williams
Adjudicator

Introduction

1. Hearing was called at 2:07 p.m. on 01-February-2023.
2. The applicant, [REDACTED], represented by [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondents, [REDACTED], [REDACTED] and [REDACTED], hereinafter referred to as “tenant1, tenant2 and tenant3” attended by teleconference.
4. Tenant3’s support worker, [REDACTED] also attended. She did not testify.

Preliminary Matters

5. The landlord submitted affidavits (LL#01) stating all three tenants were served notification of today’s hearing on 19-January-2022. Tenant1 confirmed notice as stated by the landlord.
6. Through the course of the testimony both parties confirm that although tenant3 lives at the rental, he doesn’t have a rental agreement with the landlord, he is a guest of the tenants and has been subsequently removed from the application.

Issues before the Tribunal

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: Vacant Possession of the Rental Premises

Landlord's Position

10. The landlord stated that they have a written monthly rental agreement with the tenant1 and tenant2. He explained the tenants pay \$875.00 a month for rent. The rental period is from the 1st day of each month until the last day, rent is due the 1st day of the month. The landlord received a security deposit of \$375.00 from Income Support for the tenants and he is still in possession of the deposit.
11. The landlord submitted a termination notice (LL#02), it is a Section 18 notice that was dated and signed for 31-August-2022 with a termination date of 30-November-2022. The landlord said that they posting the notice on the apartment door on 31-August-2022. The notice is addressed to tenant1 and tenant2; the landlord said he doesn't have a rental agreement with tenant3 and that the payments received for rent are for tenant1 and tenant2.
12. The landlord revealed that he would be willing to permit the tenants to remain in the rental until 01-March-2023, but that after that he does expect them to be moved.
13. The landlord is seeking an order of vacant possession.

Tenants' Position

14. Tenant1 confirms the details of the rental agreement and adds that she and tenant2 pay ½ of the rent each. Tenant3 is the partner of tenant1 and the son of tenant2. They moved in March 2021 and the security deposit was paid in April 2021.
15. Tenant 1 confirms receipt of the termination notice as stated by the landlord and explains that tenant3 is her partner and that he stays with her. She also stated that she has a small child and is currently at the end of her pregnancy term with their second child. She said she doesn't understand why they are being evicted and that they are searching for housing. They are concerned that they will become homeless.
16. Tenant3 stated that the landlord assured them that they could stay at the unit until March.

Analysis

17. 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.

18. A Section 18 termination notice is a standard notice where there is no cause necessary for the termination. The landlord is not obligated to give this tribunal or the tenants a reason for the notice.
19. I find the termination notice submitted by the landlord (LL#02) meets the requirements of the Act and is a valid notice.
20. The tenants should have moved on 30-November-2022.

Issue 4: Hearing expenses reimbursed \$20.00


21. 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 tenants.

Summary of Decision

22. The tenants shall vacate the premises immediately.
23. The tenants 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.
24. The tenants shall pay to the landlord the \$20.00 cost of the application fee.
25. The landlord is granted an Order of Possession.

February 6, 2023

Date


Jacqueline Williams, Adjudicator
Residential Tenancies Office