

Residential Tenancies Tribunal

Application 2023-No.0064-NL

Decision 23-0064-00

Jacqueline Williams
Adjudicator

Introduction

1. Hearing was called at 11:02 a.m. on 01-May-2023.
2. The applicant, [REDACTED], represented by [REDACTED], hereinafter referred to as "the landlord" attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as "the tenant" attended by teleconference.

Preliminary Matters

4. The landlord submitted an affidavit (LL#01) stating that they served the tenant electronically with notification of today's hearing on 27-January-2023. The tenant confirms receipt of notification as stated.

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 written monthly rental agreement with the tenant. The tenant moved in on 01-December-2020. He pays \$845.00 per month rent. When he moved in he paid \$618.75 security deposit. She explained that they purchased the building June 2021, at that time they received the deposit and they are still in possession of the deposit.
9. The landlord submitted a termination notice (LL#02), it is a Section 18 notice that was dated and signed for 19-January-2023 with a termination date of 30-April-2023. The landlord said that the Resident Manager had confirmed she delivered the notice to the tenant on 19-January-2023. The landlord doesn't dispute the tenant's claim that the notice was served on the 30th or 31 of January and concedes that the Resident Manager may have been mistaken.
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. He recalls that he moved in on 07-December-2020.
12. The tenant disputes that he was served notice of termination on 19-January-2023. He said that he was served notice by the Resident Manager on the 30th or 31st of January. He said that she had said to him, at the time, if she didn't serve him that day they would have had to give him another month's notice. He also said he was served notification of the hearing before he was served his termination notice.

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. Both parties confirmed that the notice was served prior to the end of January. 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 tenant should have moved on 30-April-2023.

Summary of Decision

- 16. The tenant shall vacate the premises immediately.
- 17. The tenant shall pay to the landlord any costs charged to the landlord, by the Office of the High Sheriff, should the landlord be required to have the Sheriff enforce the attached Order of Possession.
- 18. The landlord is granted an Order of Possession.

May 3, 2023

Date

Jacqueline Williams, Adjudicator
Residential Tenancies Office