

Residential Tenancies Tribunal

Application 2023-No.0208-NL

Decision 23-0208-00

Jacqueline Williams
Adjudicator

Introduction

1. Hearing was called at 1:56 p.m. on 17-May-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 submitted an affidavit stating that he served the landlord with notification of today’s hearing on 27-April-2023 in person. The landlord confirmed receipt of service as stated by the tenant.

Issues before the Tribunal

5. The tenant is seeking:
 - Validity of termination notice
 - Hearing expenses reimbursed \$20.00

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

Tenant's Position

8. The tenant stated he has a term agreement with the landlord. He submitted a copy of a friend's rental agreement to confirm the details of his own agreement (TT#02). The tenant rents a room in a house with shared living space. He moved in 06-October-2022. The tenant said that his rent is \$800.00 a month which includes utilities. He receives income support and they pay \$400.00 on the 1st and 15th of each month. He said that the agreement shows that he paid \$372.00 security deposit but he believes that he paid \$400.00.
9. The tenant stated he has received two separate termination notices and he is questioning the validity. The first notice (TT#03) is a Section 24 notice dated 01-March-2023 with a termination date of 06-March-2023; the cause is interference with peaceful enjoyment and reasonable privacy.
10. The second notice (TT#04) served to the tenant is a section 18 notice dated for 27-April-2023 with a termination date of 31-May-2023.

Landlord's Position

11. The landlord disputed many of the details of the rental agreement as stated by the tenant. He submitted a copy of the agreement held with the tenant (LL#01). This agreement confirms that the tenant moved in on 06-October-2022. It shows that the tenant is in a monthly agreement, not a term. The landlord said that income support pays \$800.00 rent on behalf of the tenant on the first day of every month. He also explains that the tenant only paid \$372.00 security deposit, as shown in Part 9 of the rental agreement (LL#01); he provided an email (LL#02) showing that their organization received \$372.00 on 10-October-2022 for the tenant's security deposit.
12. The landlord confirmed that the termination notice submitted by the tenant (TT#03) for interference with peaceful enjoyment and reasonable privacy was issued by their organization. He said that there were issues with the heat being turned all the way up in the house, as well as, aggressive behavior towards staff who were at the house. He said that they support individuals in maintaining their housing and that after meeting with the tenant, they withdrew this notice.
13. In relation to the second notice the landlord acknowledges that the notice is for 4 weeks and directs the tribunal to section 11 of the submitted rental agreement (LL#01). The section titled "Notice of Termination" shows that the tenant is in a month to month tenancy and has to give notice of not less than one month before the end of the rental period and the landlord is in a week to week tenancy and has to give notice of not less than four weeks before the end of a rental period.
14. The landlord said that on 27-April-2023 they placed the notice under the tenant's door. He picked up the notice and followed the landlord outside. Pictures (LL#05 & LL#06) as well as a video (LL#07) showing the service provided.

Analysis

15. The initial notice (TT#03) served to the tenant has been withdrawn by the landlord and will not be assessed.
16. 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.

17. The issue at hand is with the signed rental agreement, there is conflicting information included in relation to what is the term of the agreement. In part 4, titled "Term" the term is shown as month to month, however in part 11, the section titled "Notice of Termination" shows the tenant is in a month to month agreement and the landlord is in a week to week. I must determine that this is not possible, if both parties are entering an agreement then the rights and responsibilities for both parties must be held to the same standard. I find that they are in a month to month agreement as stated by the landlord in paragraph 11 and noted in part 4 of the rental agreement. In accordance with section 18 of the *Residential Tenancies Act, 2018*, a landlord must give a tenant not less than 3 months' notice before the end of a rental period. The termination notice submitted by the tenant (TT#04) does not meet the requirements of the *Act* and is not a valid notice.
18. The termination notice with a termination date of 31-May-2023 is not valid.

Issue 2: Hearing expenses reimbursed \$20.00

19. The tenant submitted the receipt for \$20.00 for the cost of the hearing (TT#05) and pursuant to policy 12.01, as his claim has been successful, is entitled to reimbursement of that cost from the landlord.

Summary of Decision

20. The termination notice with a termination date of 31-May-2023 is not valid.

The landlord shall reimburse the cost of hearing expenses totaling \$20.00 to the tenant.

May 18, 2023

Date


Jacqueline Williams, Adjudicator
Residential Tenancies Office