

Residential Tenancies Tribunal

Application 2023-0282-NL

Decision 23-0282-00

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:03 a.m. on 10-May-2023.
2. The applicant, [REDACTED] hereinafter referred to as "the tenant", participated in the hearing. The respondent, [REDACTED] hereinafter referred to as "the landlord", also participated in the hearing. All parties attended via teleconference.

Preliminary Matters

3. There is a verbal rental agreement between the landlord and the tenant that commenced just over a year ago although the tenant moved into the apartment building in December 2014 with a different landlord. The tenant agrees that current rent is \$580.00 per month and a security deposit of \$260.00 was given to her original landlord in 2014 which the landlord says is not in his possession.
4. The tenant submitted an affidavit (TT#1) showing that she served the landlord with notification of the hearing electronically on 27-April-2023. The landlord confirmed that he received the documents on that day. In accordance with the *Residential Tenancies Act, 2018* this is good service.

Issues before the Tribunal

5. The Tenant is seeking:
 - Determination of the validity of termination notice issued to her on 24-March-2023.
 - Hearing expenses \$20

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 are the following sections of the *Residential Tenancies Act, 2018*: Section 24: Notice where tenant contravenes peaceful enjoyment and reasonable privacy.

Issue 1: Validity of Termination Notice

Relevant Submissions

8. The tenant submitted a copy of the termination notice that was given to her on 24-March-2023 by the landlord (TT#2). It was a written notice that identified the apartment number, the building name and the applicable section of the Act. The notice was dated for 24-March-2023 to vacate on 29-March-2023.

Analysis

9. The notice was served under Section 24, of the *Residential Tenancies Act, 2018*, which states:

24. Notice where tenant contravenes peaceful enjoyment and reasonable privacy

24. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b), where a tenant contravenes statutory condition 7(a) set out in subsection 10(1), the landlord may give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential premises on a specified date not less than 5 days after the notice has been served.

(2) In addition to the requirements under section 34, a notice under this section shall

(a) be signed by the landlord;

(b) state the date on which the rental agreement terminates and the tenant is required to vacate the residential premises; and

(c) be served in accordance with section 35.

10. The tenant was given a termination notice on 24-March-2023 to vacate the premises on 29-March-2023. This does not meet the timeline of “not less than 5 days after the notice has been served” as set out in section 24 of the Act. The termination notice does not meet the requirements of the Act and is not a valid notice.

Decision

11. I find that the termination notice issued to the tenant on 24-March-2023, with an effective date of 29-March-2023 is not a valid notice.

Issue 2: Hearing Expenses

12. The tenant paid a fee of \$20.00 to file the application. As the tenants claim has been successful, the landlord shall pay the \$20.00 fee. The tenants claim for hearing expenses succeeds in the amount of \$20.00.

Summary of Decision:

13. The landlord shall:

Pay the tenant \$20.00 as follows:

Hearing expenses ...	\$20.00
Total	<u>\$20.00</u>

14. The termination notice issued to the tenant on 24-March-2023 is not a valid notice.

May 15, 2023

Date

Pamela Pennell, Adjudicator
Residential Tenancies Office