

## Residential Tenancies Tribunal

Application 2023-0293-NL

Decision 23-0293-00

Jacqueline Williams  
Adjudicator

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### Introduction

1. Hearing was called at 9:08 a.m. on 15-May-2023.
2. The applicant, [REDACTED] hereinafter referred to as "the tenant" attended by teleconference.
3. The respondent, [REDACTED] hereinafter referred to as "the landlord" attended by teleconference.

### Preliminary Matters

4. The tenant submitted an affidavit (TT#01) stating she had served the landlord with notification of today's hearing by pre-paid registered mail [REDACTED] The affidavit was not stamped by a Commissioner of Oaths. The tracking number did verify the information of mail being sent on 28-April-2023 and delivered on 01-May-2023. The landlord confirmed receipt of notification of service as stated by the tenant. This is good service.

### Issues before the Tribunal

5. The tenant is seeking
  - Compensation for inconvenience \$9,026.00
  - Hearing expenses \$33.86

### 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: Compensation for inconvenience \$9,026.00**

**Tenant's Position**

8. The tenant stated that she and the landlord had a written rental agreement. She and her partner moved in on 15-May-2020 and moved out on 31-March-2022. Initially they had a term agreement for one year, the agreement then became a monthly agreement. She said that they paid \$1,200.00 rent due the first day of each month. She said that at the start of the tenancy they paid a security deposit of \$550.00 and the landlord returned the deposit after they moved out.
9. The tenant explained that the landlord gave them a termination notice on 31-January-2022 telling them it was a three month notice and that they were to move 30-April-2022. She said that she had [REDACTED] They started looking for somewhere to either rent or buy, but due to the housing crisis they were not having any luck.
10. The tenant, said that they were not expecting a termination notice and she was feeling panicked as they had nowhere to go. [REDACTED] offered for them to move in and save some money until they found their own place. When they had determined that they would move in with [REDACTED] they asked the landlord could the pay half of March's rent and move mid-March. He told them they would have to provide a month's notice. They gave notice and moved out 31-March-2022.
11. The tenant said that being evicted was an inconvenience to her and her family. She said because she had nowhere to go she had to store her belongings. She [REDACTED] so she paid for child care and for the house to be cleaned. [REDACTED] area so they also had to pay for gas. She submitted the following cost ledger for her inconvenience:

Description of Inconveniences	Cost
Metro Self Storage	\$3,137.03
Movers from rental to storage	850.00
Movers from rental to Parent's home	2,300.00
Movers from Storage to new home	1,500.00
Gas for moving	558.97
Cleaners \$35 per hour	280.00
Childcare (5 days x \$80.00) during the move	400.00
<b>Total</b>	<b>\$9,026.00</b>

12. The tenant said that she has receipts for all these expenses, [REDACTED] and had not submitted them into evidence 3 days prior to today's hearing. She is seeking \$9,026.00 for her inconvenience.

## Landlord's Position

13. The landlord clarified details around the amount of rent, \$1,200.00 and the move in date, 15-May-2020. The tenant agreed to the landlord's amendments as listed above in paragraph 8.
14. The landlord confirms that he gave the tenants a termination notice. He questions what he has done wrong and that he believes it is his right to give a three month notice. He furthers that the tenant offered to pay half of March and move at that time. He told her that she is required to give a full month's notice; he said if she wanted to pay for March and leave halfway through April, he would accept that notice. She refused.
15. The landlord is confused by the compensation sought. He states he believes he has the right to terminate a rental agreement with three months' notice and he also points out, that if it was inconvenient to move after 3 months then why did the tenant give notice and move after two months.

## **Analysis**

16. The landlord is correct in stating that he may give a tenant notice of termination with three months' notice, as shown in Section 18 (2), of the Residential Tenancies Act, 2018, below:

### *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.*

17. He was also correct that the tenant, should she wish to terminate the agreement sooner would be obligated to provide him with a full months' notice, as shown in Section 18 (1), of the Residential Tenancies Act, 2018, below:

### *Notice of termination of rental agreement*

**18. (1) A tenant shall give the landlord notice that the rental agreement is terminated and the tenant intends to vacate the residential premises**

- (a) *not less than 7 days before the end of a rental period where the residential premises is rented from week to week;*
- (b) *not less than one month before the end of a rental period where the residential premises is rented from month to month; and*

*(c) not less than 2 months before the end of the term where the residential premises is rented for a fixed term.*

18. The ending of a monthly rental agreement is the right of either of the parties. In this situation, although the landlord gave the initial notice, the agreement was actually ended by the tenant. The expenses for inconvenience listed by the tenant, are typical expenses incurred by moving, they are the responsibility of the tenant not the landlord. The tenant's claim for inconvenience therefore fails.

### **Decision**

19. The tenant's claim for inconvenience fails.

### **Issue 4: Hearing expenses reimbursed \$20.00**

20. The tenant submitted the receipts for prepaid register mail 13.86 (TT#03) \$20.00 for the cost of the hearing (TT#04) and pursuant to policy 12.01, as her claim was not successful, she is not entitled to reimbursement of those costs from the landlord.

### **Summary of Decision**

21. The tenant's claim for inconvenience fails.

May 16, 2023

Date

[REDACTED]  
Jacqueline Williams, Adjudicator  
Residential Tenancies Office