

Residential Tenancies Tribunal

Application 2023-No.0413-NL

Decision 23-0413-00

Jacqueline Williams
Adjudicator

Introduction

1. Hearing was called at 11:01 a.m. on 26-May-2023.
2. The applicant, [REDACTED] represented by [REDACTED] [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 she served the tenant with notification of today's hearing electronically on 03-May-2023, as well as by pre-paid registered mail on 05-May-2023 [REDACTED] the tracking number shows it was delivered on 08-May-2023. The tenant confirms receipt of notification as stated by the landlord.

Issues before the Tribunal

5. The landlord is seeking:
 - Vacant possession of the rental premises.
 - Hearing expenses reimbursed

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 submitted a written monthly rental agreement (LL#02) held with the tenant. The tenant moved in on 12-November-2021. She pays \$263.00 a month rent on the first day of each month. There was no security deposit required.
9. The landlord submitted a termination notice (LL#03), it is a Section 18 notice that was dated and signed for 30-January-2023 with a termination date of 30-April-2023. The landlord said that they sent the notice electronically on 30-January-2023 at 4:10 and she expects that it would be then considered served as of 31-January-2023.
10. The landlord is seeking an order of vacant possession.

Tenant's Position

11. The tenant states that she didn't check her email until February, however she confirms that the notice was sent as stated.
12. The tenant acknowledges that the notice is a "no fault" notice, however she states she has nowhere to go and is without support. She said she has [REDACTED] and has recently [REDACTED]

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. The termination notice submitted by the landlord (LL#03) 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.

Issue 2: Hearing expenses reimbursed \$20.00

16. The landlord submitted the receipt for \$20.00 for the cost of the hearing (LL#04) and pursuant to policy 12.01, is entitled to reimbursement of that cost from the tenant.

Summary of Decision

17. The tenant shall vacate the premises immediately.
18. The tenant shall reimburse the landlord \$20.00 for the cost of hearing expenses.
19. 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.
20. The landlord is granted an Order of Possession.

June 02, 2023

Date

Jacqueline Williams, Adjudicator
Residential Tenancies Office