

Residential Tenancies Tribunal

Application 2023-0457-NL

Decision 23-0457-00

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:03 a.m. on 13-July-2023.
2. The applicant, [REDACTED] hereinafter referred to as "the tenant", participated in the hearing. The respondents, [REDACTED] (respondent 1) and [REDACTED] (respondent 2), hereinafter referred to as "the landlords", attended the hearing. The hearing was held via teleconference.

Preliminary Matters

3. The rental unit is a basement apartment in a 2 apartment house. There was originally a written term rental agreement that commenced on 1-August-2020 with the previous owners (TT#1). The current landlords took over the property on 9-March-2023. Rent is \$900.00 per month and is due on the first of the month. A security deposit of \$450.00 was paid in July 2020 and is in the possession of the current landlords.
4. The tenant submitted an affidavit stating that he served the landlords with the notice of hearing on 29-June-2023 by sending it electronically by email to: [REDACTED] and [REDACTED] (TT#2). The respondents confirmed receiving the emails dated on that day. In accordance with the *Residential Tenancies Act, 2018* this is good service.

Issues before the Tribunal

5. The tenant is seeking:
 - Validity of the termination notice
 - Hearing expenses \$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 are the following sections of the *Residential Tenancies Act, 2018*: Section 18: Notice of termination of rental agreement

Issue #1: Validity of Termination Notice

Relevant Submissions

8. The tenant submitted a copy of a termination notice issued to him by the landlords (TT#3). It was not dated, and given under section 18; Notice of Termination of Rental Agreement to vacate the premises by 31-August-2023.

Tenant's Position

9. The tenant states that he feels that the termination notice was given out of retaliation and in addition to that he states that the termination notice itself should be deemed invalid due to the fact that it was not dated and the landlord named the residential address as [REDACTED] and his address is [REDACTED]
10. The tenant testified that once the new landlords took over the property in March 2023, he was approached in April and had a conversation whereby the landlords expressed that they wanted to increase the rent by \$100.00 per month and they gave him until the end of May to decide if he would accept an increase or vacate the unit. The landlord's wanted the increase to be effective June 1, 2023. The tenant stated that he was never given any formal notice of a rent increase, just a choice to accept an increase or leave. The tenant stated that he was given a standard termination notice out of retaliation because he requested in writing a proper 6 month notice to increase his rent.
11. In addition to retaliation, the tenant states that he feels that the termination notice should be deemed invalid as it was not dated on the bottom and it had his incorrect address on it.

Landlord's Position

12. The landlord's dispute that the termination notice was given out of retaliation and stated that there were other legitimate reasons as to why they wanted the tenant to vacate the unit. The landlord's stated that the other reasons were; strong cat odor, untidy unit and unwillingness to cooperative with the landlords and other tenants.
13. The landlord's testified that the first time they viewed the apartment on 1-March-2023, there was a strong odor of cat urine. They stated that the tenant owns 3 cats and the litter boxes were not cleaned. The landlord's also testified that the unit was a mess. The landlord's stated that when the new tenants moved in upstairs, the tenant downstairs was uncooperative with them in regards to the parking situation, snow clearing, the usage of the garbage bin, and other on-going minor differences.
14. The landlord's stated that they were required to show proof of rental income by means of a fixed rental agreement to their banking institution. Respondent 1 stated that they attempted many times to meet with the tenant to discuss signing a lease, however the tenant continuously cancelled appointments and made excuses.
15. The landlord's stated that they were tired of trying to get the tenant to work with them and decided to give the tenant the courtesy of a standard 3 month notice which they feel is ample time to find a new place.

Analysis

16. The notice was served under Section 18, of the *Residential Tenancies Act, 2018*, which states:

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 termination notice submitted by the tenant was not signed on the bottom, however the landlord provided proof that he sent it to the tenant on 11-May-2023 via email to the email address provided on the rental agreement (TT#4). The tenant received the notice within the proper timelines of a notice under section 18. Also, the fact that the termination notice listed the tenants address as a B for basement unit as opposed to A for apartment does not impact the validity of the notice. The unit is a 2 apartment house and I find that the tenant should have known that the notice addressed to him was meant for him and the unit he resides in. According to *the Act*, the information on the termination notice meets the requirements of the *Act* and is a valid notice.

18. With regards to the claim of retaliation, I accept that the tenant believes that the rental increase dispute was the driving force behind the termination notice, however there were other issues that impacted the landlord's and they exercised their right to terminate the tenancy with a standard termination notice. I find that the termination notice is a valid notice and was given in accordance to section 18 of *the Act*.

Decision

19. The termination notice seeking vacant possession for 31-August-2023 is a valid notice.

Issue # 2: Hearing expenses \$20.00

20. The tenant paid a fee of \$20.00 to file the application. As the tenant's claim has been unsuccessful, I find that the landlord's are not responsible for the hearing expenses.

Decision

21. The tenant's claim for hearing expenses does not succeed.

Summary of Decision:

22. The termination notice issued for 31-August-2023 is a valid notice

23. The Tenant's claim for hearing expenses does not succeed.

July 21, 2023

Date


Pamela Pennell, Adjudicator
Residential Tenancies Office