

Residential Tenancies Tribunal

Application 2023 No. 489NL

Decision 22-0489-00

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 1:52 PM on 20 June 2023 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as "the tenant", was represented at the hearing by [REDACTED]
The respondent, [REDACTED] hereinafter referred to as "the landlord", was represented at the hearing by [REDACTED]
[REDACTED]

Issues before the Tribunal

3. The tenant is seeking a determination of the validity of a termination notice issued to him on 27 April 2023.

Legislation and Policy

4. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
5. Also relevant and considered in this case are sections 18 and 34 of the *Residential Tenancies Act, 2018*.

Issue 1: Validity of Termination Notice

Relevant Submissions

The Landlord's Position

6. The tenant had entered into a 1-year, fixed-term lease with [REDACTED] on 01 March 2010, and a copy of that agreement was submitted with the tenant's application. [REDACTED] stated that in 2015 the landlord took over management of that complex. The current rent is set at \$760.00, and it is acknowledged in the lease that the tenant had paid a security deposit of \$250.00.
7. [REDACTED] testified that the tenant's lease was renewed each year for another 1-year term, the current term is running from 01 August 2022 to 31 July 2023.
8. With his application the tenant had submitted a copy of a termination notice, which [REDACTED] testified was placed under the tenant's door on 27 April 2023. That notice was issued under section 18 of the *Residential Tenancies Act, 2018*, and it had an effective termination date of 31 July 2023.

The Tenant's Position

9. [REDACTED] acknowledged that the tenant had received the termination notice on 27 April 2023.
10. [REDACTED] stated that she did not understand why it was that the landlord was terminating this tenancy. She pointed out that the tenant [REDACTED] and that he has been a resident at this complex for over 13 years. She claimed that she had received no complaints from the landlord about the tenant and she stated that the tenant's rent is always paid on time.
11. [REDACTED] acknowledged at the hearing that landlords in this province have a right to terminate a tenancy, on just 3 month's notice, without having to provide reasons, and she conceded that the notice issued by the landlord met the requirements of the *Residential Tenancies Act, 2018*.

Analysis

12. The relevant subsections of s.18 of the *Residential Tenancies Act, 2018* state:

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

...

(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*

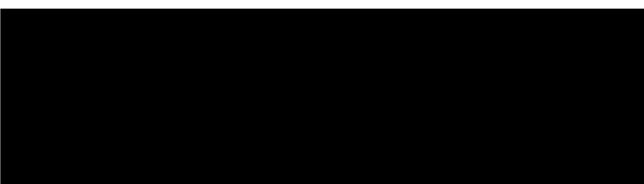
13. As it was pointed out to [REDACTED] at the hearing, section 18 of the *Act* allows a landlord to terminate a rental agreement, on 3 month's notice, without having to provide reasons to either the tenant or this Board. Although I don't doubt that the tenant had been paying his rent on time, and that he had received no complaints from the landlord, those points have no bearing on whether this sort of notice is valid.
14. As the termination notice was properly served and as it meets all the requirements set out in sections 18 and 34 of the *Act*, I find that it is a valid notice.

Decision

15. The termination notice issued to the tenant on 27 April 2023, with an effective termination date of 31 July 2023, is a valid notice.

23 June 2023

Date



John R. Cook
Residential Tenancies Tribunal