

Residential Tenancies Tribunal

Application 2023 No. 564NL

Decision 23-0564-00

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 1:48 PM on 18 July 2023 via teleconference.
2. The applicant, [REDACTED] hereinafter referred to as "the landlord", participated in the hearing. The respondent [REDACTED] hereinafter referred to as "the tenant", was also in attendance.

Issues before the Tribunal

3. The landlord is seeking an order for vacant possession of the rented premises.

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 is section 18 of the *Residential Tenancies Act, 2018*.

Issue 1: Vacant Possession of Rented Premises

Relevant Submissions

The Landlord's Position

6. The landlord stated that she had entered into a monthly rental agreement with the tenant on 24 August 2020. The current rent is set at \$850.00, due on the 1st day of each month, and on her application, the landlord writes that the tenant had paid a \$375.00 security deposit.

7. The landlord testified that, on 30 March 2020, she went to the tenant's unit to serve her with a termination notice. She stated that the tenant did not answer, so she posted that notice to her door, and a photograph of that notice, on the door, was submitted with her application.
8. That notice was issued under section 18 of the *Residential Tenancies Act, 2018* and it had an effective termination date of 30 June 2023.
9. The tenant has not moved out, as required, and the landlord is seeking an order for vacant possession of the rented premises.

The Tenant's Position

10. The tenant stated that she had not received this notice. She stated that on 01 April 2023, when she returned from getting groceries, she saw no notice taped to her door and she claimed that a pile of her mail was in a snowbank by her door.

Analysis

11. 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

...

(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

12. I accept the landlord's claim that she had posted this termination notice to the tenant's door on 30 March 2023, and that claim is corroborated by her submitted photograph.
13. Section 18 of the Act allows a landlord to terminate a rental agreement without having to provide reasons to either the tenant or this Board. As the termination notice was properly served and as it meets all the requirements set out in section 18 and 34 of the Act, I find that it is a valid notice.

Decision

14. The landlord's claim for an order for vacant possession of the rented premises succeeds.
15. 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.

21 July 2023

Date

John R. Cook
Residential Tenancies Tribunal