

Residential Tenancies Tribunal

Application 2023-No.0580-NL

Decision 23-0580-00

Jacqueline Williams
Adjudicator

Introduction

1. Hearing was called at 9:15 a.m. on 03-October-2023.
2. The applicant, [REDACTED], represented by [REDACTED], hereinafter referred to as "the landlord" attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as "the tenant" did not attend.

Preliminary Matters

4. The tenant was not present or represented at the hearing and I was unable to reach him by telephone at the start of the hearing as there was no number provided. This Tribunal's policies concerning notice requirements and hearing attendance have been adopted from the *Rules of the Supreme Court, 1986*. According to Rule 29.05(2)(a) respondents to an application must be served with claim and notice of the hearing 10 clear days prior to the hearing date and, where the respondent fails to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondent's absence so long as he has been properly served. The landlord submitted an affidavit (LL#01) with their application stating that they had served the tenant with notice of the hearing, by prepaid registered mail ([REDACTED]). Tracking shows that the package was sent on 30-June-2023. This package was not picked up, however in accordance with the *Residential Tenancies Act, 2018*, Section 35.5, a package sent by registered mail is considered to have been served on the fifth day. As the tenant was properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in his absence.

Issues before the Tribunal

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

Relevant Submissions

8. The landlord said that they have a written monthly rental agreement with the tenant. He moved in around 01-January-2022. He pays \$875.00 for rent on the 1st day of each month. The tenant paid a \$633.26 security deposit on 25-January-2022 and the landlord is still in possession of the deposit.
9. The landlord submitted a termination notice (LL#02), it is a Section 18 notice that was dated and signed for 21-June-2023 with a termination date of 30-September-2023. The landlord said that the Resident Manager placed the notice under the tenant's door at 3:55 p.m. on 21-June-2023.
10. The landlord is seeking an order of vacant possession.

Analysis

11. 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.

12. The termination notice submitted by the landlord (LL#02) meets the requirements of the Act and is a valid notice.

Decision

13. The termination notice is valid and the tenant should have moved on 30-September-2023.

Issue 2: Hearing expenses reimbursed \$20.00


14. The landlord submitted the receipt for \$20.00 for the cost of the hearing (LL#03) and pursuant to policy 12.01, is entitled to reimbursement of that cost from the tenant.

Summary of Decision

15. The tenant shall vacate the premises immediately.
16. The tenant shall pay to the landlord any costs charged to the landlord, by the Office of the High Sherriff, should the landlord be required to have the Sheriff enforce the attached Order of Possession.
17. The tenant reimburse the landlord \$20.00 for the cost of their hearing expenses.
18. The landlord is granted an Order of Possession.

October 11, 2023

Date


Jacqueline Williams, Adjudicator
Residential Tenancies Office