

Residential Tenancies Tribunal

Application 2023-0583-NL
Application 2023-0589-NL

Decision 23-0583-00

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:47 p.m. on 20-July-2023.
2. The applicant, [REDACTED] hereinafter referred to as "the tenant", participated in the hearing. [REDACTED] support for the tenant was also present.
3. [REDACTED], hereinafter referred to as "the landlord", represented by [REDACTED] participated in the hearing. All parties attended via teleconference.

Preliminary Matters

4. The rental unit is a single family dwelling. There was a written term agreement that commenced on the 15-March-2020, which is now a month to month agreement (TT#1). Rent is \$598.00 per month, due on the first of each month. A security deposit was never paid.
5. The applicant submitted an affidavit showing that she served the landlord with the notice of hearing via prepaid registered mail [REDACTED] on 27-June-2023 (TT#2). The landlord's representative confirmed receiving it. In accordance with the *Residential Tenancies Act, 2018* this is good service.

Issues before the Tribunal

6. The tenant is seeking:
 - A determination of the validity of a termination notice issued under section 18 of the Act.
7. The Landlord is seeking:
 - Vacant Possession of the rented premises.

Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
9. 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 and Section 34; Requirements of notices.

Issue # 1: Validity of Termination Notice Vacant Possession of Rented Premises

Relevant Submissions

10. The tenant submitted a copy of a termination notice issued to her on [REDACTED] [REDACTED] under section 18; Notice of Termination of Rental Agreement to vacate on May 1, 2023 (TT#3).

Analysis

11. The relevant subsections of section 18 of the *Residential Tenancies Act, 2018* state:

Notice of termination of rental agreement

18 (9) In addition to the requirements under section 34, a notice under this section shall

(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 relevant subsections of section 34 of the *Residential Tenancies Act, 2018* state:

Requirements for notices

34 A notice under this Act shall

(a) be in writing in the form prescribed by the minister;

(b) contain the name and address of the recipient;

(c) identify the residential premises for which the notice is given; and

(d) state the section of this Act under which the notice is given.

13. I find that the landlord did not meet the requirements of the Act when issuing the termination notice. The notice does not state the section of the act under which it was given.

14. The termination notice gave a termination date of 1-May-2023 which is not the last day of a rental period. Rent is paid on the first of the month which makes 1-May the start of a new rental period.

15. I find that the termination notice is not a valid notice

Decision

16. I find the termination notice issued under section 18 of *the Act* to vacate on 1-May-2023 is not a valid notice.
17. I find that the landlord's claim for vacant possession does not succeed.

Summary of Decision:

18. The termination notice issued under section 18 of the Act is not a valid notice.
19. The landlord's claim for vacant possession does not succeed.

July 24, 2023

Date

Pamela Pennell, Adjudicator
Residential Tenancies Office