

Residential Tenancies Tribunal

Application 2023-No.0627-NL

Decision 23-0627-00

Jacqueline Williams
Adjudicator

Introduction

1. Hearing was called at 9:03 a.m. on 14-August-2023.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.
3. The respondent, [REDACTED], represented by [REDACTED] hereinafter referred to as “the landlord” attended by teleconference.

Preliminary Matters

4. Both parties were present at the hearing and each confirmed that the tenant served the landlord with notification of today’s hearing on 26-July-2023 both personally and electronically.

Issues before the Tribunal

5. The tenant is seeking validity of termination notice.

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: Validity of termination notice

Tenant's Position

8. The tenant submitted a portion of her rental agreement (TT#02). She explained that they initially had a term agreement from 01-April-2021 that ended on 31-March-2022 and subsequently became a monthly agreement. She stated that she pays \$1,425.00 each month for rent which is due on the 1st day of each month. She could not determine the amount of the security deposit paid.
9. The tenant submitted a termination notice (TT#03), it is a Section 18 notice that was dated and signed for 14-April-2023 with a termination date of 31-July-2023. The tenant said that the notice was posted on her door 14-April-2023.
10. The tenant is wondering why she is being evicted and is seeking validity of the termination notice.

Landlord's Position

11. The landlord confirmed the details of the rental agreement. She was also unable to provide the details around the security deposit, however, she is certain that one was paid and that they are still in possession of the deposit at this time.
12. The landlord also confirmed the details of the termination notice and service of same. She said that she is unable to determine the motivation for the notice as she doesn't have that information at this time.

Analysis

13. 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.


14. The parties were in a monthly rental agreement at the time of the notice. The landlord provided 3 months' notice under section 18 as required.
15. The landlord is entitled to give 3 months' notice without providing the reasons to this tribunal or the tenant.
16. The termination notice submitted by the tenant (TT#03) meets the requirements of the *Act* and is a valid notice.

Summary of Decision

17. The termination notice dated 31-July-2023 is a valid notice.

18-August-2023

Date


Jacqueline Williams, Adjudicator
Residential Tenancies Office