

Residential Tenancies Tribunal

Application 2023-0638-NL

Decision 23-0638-00

Michael Reddy
Adjudicator

Introduction

1. The hearing was call at 1:47 PM on August 10, 2023 via teleconference.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as “the tenants”, attended the hearing.
3. The respondents, [REDACTED] and [REDACTED], were represented by [REDACTED], hereinafter referred to as the “landlord”.

Preliminary Matters

4. No Preliminary Matters

Issues before the Tribunal

5. The tenants are seeking the following:
 - Validity of notice of termination of rental agreement.

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 case are sections 18 and 34 of the *Residential Tenancies Act, 2018*.

Issue 1: Validity of Notice of Termination of Rental Agreement

8. The tenants stated that there is an oral monthly rental agreement established with the landlord and they have occupied the rental premises since July 2022. The tenants further stated that there was no security deposit paid and \$1,200.00 was the monthly rent due at the first of each month. The tenants suggested they remain in the rental property of [REDACTED] on the date of the hearing, although acknowledged they are actively seeking another residence, yet on the date of the hearing (August 10, 2023), had been unable to secure another residence.
9. No written rental agreement was provided by either the applicants or the landlord for the hearing.
10. The landlord offered evidence that the tenants were issued an oral notice to vacate the premises in April 2023 with a request to be out of [REDACTED] by August 1, 2023 (L#1). The landlord offered evidence that on June 30, 2023, tenant J.H. was hand delivered a written notice of termination of rental agreement (L #2) with a request to be out of the residence by August 1, 2023. The landlord also offered evidence that the tenants were sent a written notice to vacate the premises on July 26, 2023, requesting for the tenants to be out of [REDACTED] by August 1, 2023 (L#3).
11. The landlord offered verbal testimony that [REDACTED] and [REDACTED] wished to have [REDACTED] vacated due to circumstances outside of their control.

Analysis

12. The landlord offered evidence which suggested there was an initial oral notice of termination of the rental agreement offered in April 2023 (L#1). This was followed by a written notice on June 30, 2023 (L#2) and, subsequently, another on July 26, 2023 (L#3). All notices were requesting the tenants to be out of [REDACTED] by August 1, 2023.
13. Section 34 of the *Residential Tenancies Act*, 2018, offers *Requirements for notices*, and states, “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.
14. The first notice of termination of the rental agreement issued to the tenants, was provided orally, followed by subsequent written notices issued on June 30, 2023 and July 26, 2023.

15. Section 18(2) of the *Residential Tenancies Act, 2018* states, “A landlord shall give the tenant 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”.
16. As such, written notices of June 30, 2023 and July 26, 2023, does not meet the timeline of an August 1, 2023 request to vacate the residential premises. In addition, the April 2023 notice to vacate was oral and not in written form as prescribed by the *Act* and section 34. Furthermore, of the two written notices offered on June 30, 2023 and July 26, 2023, there was no indication of the section of the *Act* for which the notices were given.
17. Based on the evidence and testimony provided by both the applicants and respondent, I find the termination notices presented by the landlord are invalid.

Decision

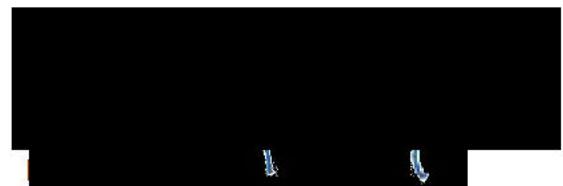
18. The notices issued by the landlord are not valid.

Summary of Decision

19. The termination notices issued by the landlord to the tenants are not valid.

27 September 2023

Date



Residential Tenancies Office