

## Residential Tenancies Tribunal

Application 2023-No.0676-NL

Decision 23-0676-00

Jacqueline Williams  
Adjudicator

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### Introduction

1. Hearing was called at 9:05 a.m. on 01-November-2023.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.

### Preliminary Matters

4. The landlord submitted an affidavit (LL#01) stating that the Sheriff’s Officer served the tenant with notification of today’s hearing, in person, on 16-October-2023. The tenant confirmed service as stated.

### Issues before the Tribunal

5. The landlord is seeking vacant possession of the rental premises.

### 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

### Landlord's Position

8. The landlord said that he has a verbal monthly rental agreement with the tenant. She moved in the fall of 2017. She initially paid \$800.00 a month for rent, he increased rent last spring to \$1,200.00. the landlord said that the tenant paid \$1,200.00 once and since that time she pays \$900.00. There was no security deposit paid.
9. The landlord submitted a termination notice (LL#02), it is a Section 18 notice that was dated and signed for 17-July-2023 with a termination date of 31-October-2023. The landlord said that the Sherriff's Officer served the tenant with the notice, in person on 21-July-2023.
10. The landlord is seeking an order of vacant possession.

### Tenant's Position

11. The tenant confirms that they have a verbal rental agreement. She believes she moved in October 2019. She said that the rent increased last fall and she pays \$900.00. She said that she has never paid \$1,200.00.
12. The tenant confirms that the Sherriff's Officer went to her work and served her with notice of termination.

### **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 termination notice submitted by the landlord (LL#02) meets the requirements of the Act and is a valid notice.
15. The termination notice is valid and the tenant should have moved on 31-October-2023.

### **Summary of Decision**

16. The tenant shall vacate the premises immediately.
17. 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.
18. The landlord is granted an Order of Possession.

November 6, 2023

Date

  
Jacqueline Williams, Adjudicator  
Residential Tenancies Office