

Residential Tenancies Tribunal

Application 2023-0683-NL &
2023-0904-NL

Decision 2023-0683-NL

Michael Reddy
Adjudicator

Introduction

1. The hearing was call at 9:01 AM on 27 September 2023 via teleconference.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as “the tenants”, attended the hearing.
3. The respondent, [REDACTED], hereinafter referred to as the “landlord”, attended the hearing.

Issues before the Tribunal

4. The tenants are seeking the following:
 - Validity of notice of termination notices issued on 29 July 2023.

Legislation and Policy

5. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act*, 2018
6. 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

7. The tenants stated that there is a verbal monthly rental agreement established with the landlord and they have occupied the rental premises since 1 June 2023. The tenants further stated that there was a security deposit in the amount of \$1,000.00 paid and monthly rent of \$1,450 was due at the first of each month. The tenants suggested they remain in the rental property of [REDACTED] on the date of the hearing (27 September 2023).
8. No written rental agreement was provided by either the applicants or the landlord for the hearing.
9. The landlord offered evidence that the tenants were issued two termination notices on 29 July 2023 (**Exhibit L #1**).
10. One notice to terminate the tenancy was in relation to a section 24 notice of the *Act* to terminate to by 5 August 2023. The second notice in relation to section 18(2)(b) of the *Residential Tenancies Act*, 2018 to terminate by 1 November 2023.

Analysis

11. On examination of the two notices issued to the tenants on 29 July 2023 does meet the requirements of Section 34 of the *Act*.
12. 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.

13. The notices issued under section 24 and section 18(2)(b) both contain the name and address of the recipient, the appropriate address of the residential premises and each clearly notes the section under the *Act* which the notices are issued.
14. I find that the notice under section 24 does not succeed. This results from Policy 07-001, **Termination by More than 1 Notice**, which states:

“If a termination notice is already in place and a second notice is issued by the same person whereby the termination date is later than that specified in the first notice, then the person issuing the second notice has thereby indicated they are intending the tenancy to be extended to the date set out in the second notice. The party receiving this second notice is no longer required to abide by the termination date set out in the first notice and the termination date in the second

notice is the date that the tenant is required to vacate. The person who served the 2 notices cannot have the first notice enforced”.

15. The termination notice issued under section 18(2)(b) which the landlord offered as evidence (**Exhibit L # 1**) reveals, upon examination, that it was issued to the tenants on 29 July 2023, with a termination of rental agreement end date of 1 November 2023.
16. The termination notice does not meet the requirements of section 18(9)(c) of the *Residential Tenancies Act*, 2018. Section 18(9) of the *Act* states, “*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*”.
17. Both the landlord and tenants offered testimony regarding the rental agreement of [REDACTED] which is a monthly rental agreement with rent due on the first of each month. As such, the Section 18 (2) notice to terminate the rental agreement has an identified end date of the rental agreement of 1 November 2023. This identified end date is not the last day of a monthly rental period.
18. 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

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

Summary of Decision

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

11 October 2023

Date

[REDACTED]
Residential Tenancies Office