

Residential Tenancies Tribunal

Application 2023-0718-NL

Decision 23-0718-NL

Michael Reddy
Adjudicator

Introduction

1. The hearing was called at 1:45 PM on 16 October 2023 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, attended the hearing.
3. The respondents, [REDACTED], hereinafter referred to as “the tenant”, attended the hearing.
4. The details of the claims were presented as a signed monthly rental agreement with rent set at \$1,400.00, due on the 1st of each month. There was a security deposit collected on this tenancy, which the landlord remains in possession, in the amount of \$824.00. The tenant has resided at [REDACTED] since 1 August 2022 (**Exhibit L# 1**). The landlord issued a termination notice on 28 July 2023 to terminate the tenancy on 31 October 2023 under section 18 of the *Residential Tenancies Act*, 2018 (**Exhibit L # 2**). The tenant was served in person at [REDACTED] on 8 August 2023 an Application for Dispute Resolution (**Exhibit L #3**). Following this, the landlord issued a Landlord’s Notice to Terminate Early- Cause on 9 August 2023 with a request for the tenant to be out of the property on 15 August 2023.
5. In a proceeding under the *Residential Tenancies Act*, 2018, the applicant has the burden of proof. This means the applicant has the responsibility to prove that the outcome they are requesting should be granted. In these proceedings the standard of proof is referred to as the balance of probabilities which means the applicant has to establish that his/her account of events are more likely than not to have happened.

Preliminary Matters

6. The landlord did amended her application during the hearing and requested the Application for Dispute Resolution was only in relation to a section 18 notice of the *Residential Tenancies Act*, 2018.

7. The landlord and the tenant did not call any witnesses during the hearing.

Issues before the Tribunal

8. The landlord is seeking the following:
- An order for eviction and possession of property; &
 - Hearing Expenses- \$20.00

Legislation and Policy

9. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act*, 2018
10. Also relevant and considered in this case is S. 18, 34 and 35 of the *Residential Tenancies Act*, 2018, and rule 29 of the *Rules of the Supreme Court*, 1986.

Issue 1: Order for eviction/ possession of property

Landlord position

11. The landlord presented testimony the rental agreement of the rented premises located at [REDACTED], is a written monthly tenancy.
12. The landlord suggested that she issued a notice under section 18 to the tenant on 28 July 2023 to be out of the residence by 31 October 2023. Following this notice, the landlord testified she also offered the tenant a Landlord's Notice to Terminate Early-Cause 5 day notice under sections 22 and 24 of the Act on 9 August 2023.
13. During the hearing, the landlord offered testimony she only wanted to seek application in relation to the section 18 notice.
14. The landlord offered evidence of a Notice to Terminate the tenancy under Section 18 of the *Residential Tenancies Act*, 2018 (**Exhibit L # 2**). Section 18 (2) (b) of the Act, states:

Notice to termination of rental agreement

(2) *A landlord shall give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential property*

(b) *not less than 3 months before the end of a rental period where the residential premises is rented from month to month.*

Tenant position

15. The tenant offered she experienced health concerns which had a negative impact on her seeking new accommodations.
16. The tenant confirmed she was in receipt of the termination notice as suggested by the landlord and did not dispute any claims offered by the landlord in relation to the section 18 notice, only expressing her concerns with a potential eviction from [REDACTED]
[REDACTED]

Analysis

17. On examination of the termination notice and submitted into evidence, I find the notice served on 28 July 2023 with a terminated date of 31 October 2023. I find that as the date of termination identified on the notice not less than 3 months before the end of the rental period and the date the tenant is required to move out, the termination notice is in full compliance with the requirements of Section 18 (2)(b).
18. Section 18 (9) and 34 identify the technical requirements of the termination notice. On examination of the termination notice, I find all these criteria have been met.

Section 18 (9)

In addition to the requirements under Section 34, a notice under this section shall

- (a) be signed by the landlord;*
- (b) be given not later than the first day of the rental period;*
- (c) state the date on which the rental agreement terminates and the tenant is required to vacate the residential premises; and*
- (d) be served in accordance with section 35.*

Section 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.*

19. As identified above, the landlord testified that the termination notice was served personally which is a permitted method of service identified under Section 35.

20. According to the reasons identified above, I find that the termination notice issued by the landlord to be proper and valid. Therefore, the landlord is entitled to an order for vacant possession of the property along with an order for any and all costs associated with certifying the orders or with the Sheriff to enforce such a Possession Order should the Sheriff be engaged to execute the Possession Order.

Decision

21. The landlord's claim for an order for vacant possession does succeed. The landlord is further awarded cost associated with the certification and enforcement of the Possession Order by the High Sheriff of NL.

Issue 2: Hearing Expense \$20.00

22. The landlord submitted a receipt for the hearing expense for the Application for Dispute Resolution (**Exhibit L # 4**) in the amount of \$20.00.

Analysis

23. I find the landlord is entitled to the **\$20.00** application fee reimbursement as her application succeeds.

Decision

24. The landlord's claim for hearing expense succeeds.

Summary of Decision

25. The landlord is entitled to the following:
- An order for vacant possession of the rented premises,
 - The tenant shall also pay to the landlord any costs charged to the landlord by the Office of the High Sheriff should the landlord be required to have the Sheriff enforce the attached Order of Possession.
 - The tenant shall also pay the landlord \$20.00 hearing expense.

20 October 2023

Date



Michael J. Reddy
Residential Tenancies Office