

## Residential Tenancies Tribunal

Application 2023-No.0865-NL  
2023-No.0923-NL

Decision 23-0865-00

Jacqueline Williams  
Adjudicator

---

### Introduction

1. Hearing was called at 9:02 a.m. on 25-October-2023.
2. The applicant, [REDACTED], represented by [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, and counter applicant [REDACTED], hereinafter referred to as “the tenant” also attended by teleconference.

### Preliminary Matters

4. The landlord submitted an affidavit (LL#01) stating that they served the tenant with notification of today’s hearing by pre-paid registered mail, the tracking number indicates that the mail was sent on 29-September-2023 and delivered on 05-October-2023. The tenant submitted an affidavit (TT#01) stating that she served the landlord with notification of today’s hearing on 11-October-2023 electronically. Both parties confirm receipt of notification as stated.

### Issues before the Tribunal

5. The landlord is seeking:
  - Vacant possession of the rental premises
  - Hearing Expenses \$20.00

The tenant is seeking:

- Validity of termination notice
- Hearing Expenses \$20.00

### 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**

### **Issue 2: Validity of Termination Notice**

#### Landlord's Position

8. The landlord said that they have a written monthly rental agreement with the tenant. She moved in 01-December-2021. She pays \$845.00 for rent on the 1<sup>st</sup> day of each month. The tenant paid a \$618.75, security deposit on 07-December-2021 and the landlord is still in possession of the deposit.
9. The landlord submitted a termination notice (LL#02), it is a Section 18 notice that was dated and signed for 30-June-2023 with a termination date of 30-September-2023. The landlord said that the Resident Manager served the tenant personally on 30-September-2023.
10. The landlord confirms that this is a standard termination notice without cause.
11. The landlord is seeking an order of vacant possession.

#### Tenant's Position

12. The tenant confirms the rental agreement (TT#02) as stated by the landlord.
13. The tenant verifies that the notice submitted by the landlord is the notice in question (TT#03). She states that the notice was placed under her door on 30-June-2023.
14. The tenant had questioned the validity because she was under the belief that the notice was given due to issues with interference with peaceful enjoyment. She acknowledges that this notice does not cite fault.

### **Analysis**

15. 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.*

16. The termination notice submitted by both parties (LL#02 & TT#03) meets the requirements of the Act and is a valid notice.
17. The termination notice is valid, and the tenant should have moved on 30-September-2023.

### **Issue 3: Hearing expenses reimbursed \$20.00**

18. Both parties submitted receipts for hearing expenses (LL#03 & TT#04). Pursuant to policy 12.01, as the landlord has been successful, they are entitled to reimbursement of that cost from the tenant.

### **Summary of Decision**

19. The tenant shall vacate the premises immediately.
20. 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.
21. The tenant shall reimburse the landlord \$20.00 for the cost of filing their application.
22. The landlord is granted an Order of Possession.

October 26, 2023

Date

  
Jacqueline Williams, Adjudicator  
Residential Tenancies Office