

## Residential Tenancies Tribunal

Application 2023-0969-NL

Decision 23-0969-00

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 1:53 p.m. on 7-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 with his application stating that he had served the tenant with the notice of hearing personally at the residential premises on 25-October-2023 (LL#1). The tenant confirmed receiving the document. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There is a verbal rental agreement which commenced on 1-May-2022. Rent is \$600.00 per month due on the first of each month. A security deposit was never paid.

### Issues before the Tribunal

6. The landlord is seeking an Order of Vacant Possession on the rented premises.

### Legislation and Policy

7. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
8. Also relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 19: Notice where failure to pay rent.

## Issue # 1: Vacant Possession of the Rented Premises

### Relevant Submissions:

9. The landlord submitted a termination notice under Section 19: Notice where failure to pay rent. The notice is signed and dated for 12-October-2023, with a termination date of 24-October-2023 (LL#2).

### Landlord's Position:

10. The landlord testified that rent has been in arrears for 6 months and he wants the tenant to vacate the unit. The landlord stated that he feels that the tenant should have vacated the premises on 25-October-2023.

### Tenant's Position

11. The tenant testified that the landlord gave her the termination notice on 25-October-2023 at 2:00pm with a termination date of 24-October-2023. The tenant stated that the termination notice is invalid.

## Analysis

12. Section 19 of the *Residential Tenancies Act, 2018* states:

### ***Notice where failure to pay rent***

**19. (1)** *Notwithstanding subsection 18(2) and paragraph 18(3)(b),*

*(b) where the residential premises is*

- i. rented from **month to month**,*
- ii. rented for a fixed term, or*
- iii. a site for a mobile home, and*

*the amount of rent payable by a tenant is **overdue for 5 days or more**, the landlord may give the tenant notice that the rental agreement is terminated and that the tenant is required to vacate the residential premises on a specified date not less than 10 days after the notice is served on the tenant.*

*(4) In addition to the requirements under section 34, a notice under this section shall*

- a. be signed by the landlord;*
- b. state the date on which the rental agreement terminates and the tenant is required to vacate the residential premises; and*
- c. be served in accordance with section 35.*

13. The tenant did not dispute that rent is in arrears since July 2023, however she stated that she felt that the termination notice was not a valid notice. The tenant testified that she was given the termination notice on 25-October with a termination date of 24-October. I asked the landlord if he gave the notice on 25-October and his response was that he thought it gave it on 24-October but maybe it was the 25-October. In accordance with Section 19 of the *Residential Tenancies Act, 2018* as stated above, the landlord is required to give notice to vacate the residential premises on a specified date not less than 10 days after the notice is served on the tenant. For this reason, I find that the termination notice does not meet the requirements of the *Act* and is an invalid notice.

14. I find that the termination notice under Section 19 is not a valid notice.

### **Decision**

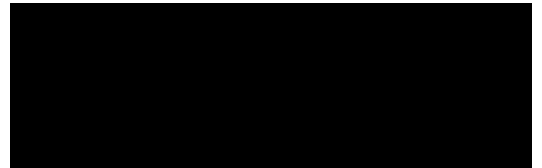
15. The landlord's claim for an order for vacant possession of the rented premises does not succeed.

### **Summary of Decision**

16. The landlord's claim for an order for vacant possession does not succeed.

November 17, 2023

Date



Pamela Pennell  
Residential Tenancies Office