

Residential Tenancies Tribunal

Application 2023-1033-NL

Decision 23-1033-00

Michael Reddy
Adjudicator

Introduction

1. The hearing was call at 9:15 AM on 12 December 2023 via teleconference.
2. The applicants, [REDACTED] hereinafter referred to as “tenant1”, attended the hearing and [REDACTED] hereinafter referred to as “tenant2”, attended the hearing.
3. The respondent, [REDACTED] represented by [REDACTED] hereinafter referred to as the “landlord”, initially was not in attendance. At 9:04 AM, I attempted to contact the respondent via telephone at [REDACTED] and left a telephone message. At 9:23 AM on the date of the hearing, the respondent joined the hearing and both applicants did not dispute her attendance.

Preliminary Matters

4. The applicants served the respondent via electronic mail on 7 November 2023 at approximately 9:45 AM an Application for Dispute Resolution at [REDACTED] (Exhibit T # 1).

Issues before the Tribunal

5. The tenants are seeking the following:
 - Validity of notice of termination of rental agreement; and
 - 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 case are sections 16 and 19 of the *Residential Tenancies Act*, 2018.
8. Both tenants offered testimony during the hearing, did not amend their application and did not call any witnesses.
9. The landlord did not wish to offer any testimony during the hearing, was not affirmed and did not call any witnesses.

Issue 1: Validity of Notice of Termination of Rental Agreement

10. Tenant1 stated that there is a written rental agreement which had evolved into a monthly arrangement in October 2023 (**Exhibit T # 2**) established with the landlord, and they have occupied the rental premises since 1 April 2019. Tenant1 further stated that there was a security deposit paid of \$675.00 paid on the tenancy and \$1,200.00 was the monthly rent due at the first of each month. Tenant1 testified they remain in the rental property of [REDACTED] on the date of the hearing.
11. Tenant1 stated on 12 October 2023, she was informed they were holding rental arrears in the amount \$300.00 (**Exhibit T # 3**). Tenant1 contacted the landlord at which time, she was informed effective 1 October 2023, rent was increasing to \$1,500.00 per month which resulted in rental arrears owing (**Exhibit T # 4**).
12. Tenant1 testified they never received appropriate notice via electronic mail.
13. Tenant1 stated the landlord stated the notice of rental increase was issued on 1 April 2023 to begin on 1 October 2023 and she disputed being issued this notice (**Exhibit T # 5**). Along with their application, the tenants provided evidence that the notice of rent increase was issued on 3 April 2023 (**Exhibit T # 6**). Tenant1 stated the notice was “closed” on the landlord website and not e-mailed to her e-mail account.
14. Tenant1 testified on 26 October 2023, they were issued a Section 19 Notice to Terminate with a request to exit the rental by 7 November 2023 (**Exhibit T # 7**).

Analysis

15. Tenant1 testified the section 19 notice was invalid as they had not been issued sufficient notice of a rental increase. Section 16 of the *Landlords Tenancy Act*, 2018, offers requirements of a proposed rental increase. As stated in the *Act*:

Rental Increase

16.(1) Notwithstanding another Act, agreement, declaration, waiver or statement to the contrary, a landlord shall not increase the amount of rent payable by a tenant,

...

(3) Where a landlord increases the amount of rent payable by a tenant, the increase shall be effective on the first day of the rental period, and the landlord shall give the tenant written notice of increase

...

(b) not less than 6 months before the effective date of the increase where the residential premises is rented from month to month or for a fixed term

16. Upon review of the tenants evidence offered with their application package, I observe a letter dated 1 April 2023 which identifies a rent increase to take effect 1 October 2023 **(Exhibit T # 5)**. I take note of tenant1's testimony that they did not receive this information electronically by 1 April 2023 and that they were not made aware of the rental increase until after receipt from the landlord correspondence on 12 October 2023 **(Exhibit T # 3)** which resulted in the tenants attempting to rectify the situation **(Exhibit T # 4)**.
17. The tenants, along with their application, provided confirmation that the notice to increase rent was sent on 3 April 2023 **(Exhibit T # 6)**. This is less than 6 months before the effective date of 1 October 2023. The section 19 notice issued to the tenants in relation to late rent payment is not valid.
18. The section 19 notice is not valid, and the tenants claim for validity of notice succeeds.

Decision

19. The notice issued by the landlord is not valid.

Issue # 2- Hearing expense- \$20.00

20. The tenants submitted a receipt for the hearing expense for the Application for Dispute Resolution **(Exhibit T # 8)** in the amount of \$20.00.

Analysis

21. I find the tenants are entitled to the **\$20.00** hearing expense reimbursement as their application succeeds.

Decision

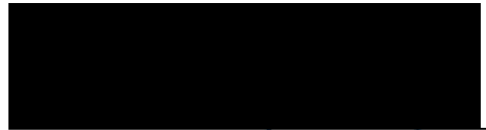
22. The tenants claim for hearing expense succeeds in the amount of **\$20.00**.

Summary of Decision

- 23. The termination notice issued by the landlord to the tenants is not valid.
- 24. The tenants are entitled to a hearing expense reimbursement of **\$20.00** from the landlord.

27 February 2024

Date



Michael J. Reddy
Residential Tenancies Office