

Residential Tenancies Tribunal

Application 2024-0116-NL

Michael Reddy
Adjudicator

Introduction

1. The hearing was called at 9:15 AM on 3 June 2024.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, did not attend the hearing and was not represented.

Preliminary Matters

4. The details of the claims were presented as a verbal monthly rental agreement with rent set at \$925.00, due on the 1st of each month, which included heat and light, and television services. There was no security deposit collected on this tenancy. The tenant had resided in the one-bedroom basement apartment at [REDACTED] [REDACTED] for the past two and half years. The landlord served the tenant a termination notice on 8 February 2024 via registered mail to terminate the tenancy on 31 May 2024 under section 18 of the *Residential Tenancies Act, 2018* (**Exhibit L # 1**). The tenant remains in the rental as of the date of the hearing.
5. The tenant was served via registered mail ([REDACTED]) an Application for Dispute Resolution (Exhibit L # 2) on 22 February 2024. The Canada Post website was consulted, and it indicated the item was delivered on 23 February 2024 at 1:20 PM (Exhibit L # 3). According to Rule 29.05(2)(a) respondents to an application must be served with claim and notice of the hearing 10 clear days prior to the hearing date and, where the respondent fails to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondent's absence so long as she has been properly served. As the tenant was properly served, and as further delay in the proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in her absence.
6. 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.

Issues before the Tribunal

7. The landlord is seeking an Order of Vacant Possession/Order of Eviction of the rental property. The landlord testified she was not seeking hearing expenses.

Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in Sections 46 and 47 of the *Residential Tenancies Act, 2018* (the *Act*).
9. Also relevant and referred to in this decision are Sections 18, 34 and 35 of the *Act*.

Issue 1: Vacant Possession of the Rental Premises

10. The landlord presented testimony that the rental agreement of the premises located at [REDACTED], is a verbal monthly tenancy.
11. The landlord stated the tenant was issued a notice, via registered mail, under section 18 of the *Act* on 8 February 2024 to vacate the residence by 31 May 2024.
12. The landlord testified that the tenant did not vacate the rental premises on the specified move out date.

Analysis

13. On examination of the termination notice submitted into evidence (**Exhibit L # 1**), I find that the notice served on 8 February 2024 with a terminated date of 31 May 2024. As the date of termination identified on the notice is 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 compliance with the requirements of Section 18 (2)(b).
14. 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)

15. *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.*

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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.

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

17. According to the reasons identified above, I find that the termination notice issued by 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 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

18. The landlords claim for an order for vacant possession succeeds. The landlord is further awarded cost associated with the certification and enforcement of the Possession Order by the High Sheriff of NL.

Summary of Decision

19. 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

05 June 2024

Date

Adjudicator
Residential Tenancies Office