

## Residential Tenancies Tribunal

Application 2024-0134-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 19-April-2024.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, attended via teleconference.
3. The respondent, [REDACTED], also appeared via teleconference.

### Preliminary Matters

4. The tenant said he had not received notice of the hearing until he called in to our office, said he was not prepared to proceed, and asked for a postponement. The landlord was opposed. She had provided a duly sworn affidavit stating she had served the tenant by registered mail on 2-April-2024, and provided the tracking number, [REDACTED]. The Canada Post website was consulted, and it said the item was refused by recipient on 3-April-2024. The tenant said he was not home and had switched to a PO Box, and someone else must have refused it. He also said no one else lives at the address, but it may have been taken to the next-door apartment. I asked the tenant if he had notified the landlord when he switched to a PO Box and he said he did not, but he had told our office. I denied the application for a postponement.

### Issues before the Tribunal

5. Should the landlord's request for an order of vacant possession be granted?

### 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* (the *Act*).
7. Also relevant and referred to in this decision are sections 18 and 34 of the *Act*, reproduced below:

### **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.

**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.

### **Issue 1: Vacant Possession of the Rental Premises**

8. In order to receive an order for vacant possession, a landlord must provide a valid termination notice. For a termination notice to be valid, it must comply with all relevant sections of the Act. In this case the landlord provided a copy of the notice (LL#2) issued to the tenant.
9. LL#2 is in the form prescribed by the minister. It contains the name and address of the recipient. It identifies the residential premises for which it is given. It identifies that it is a notice under s. 18 for termination without cause. It therefore complies with s. 34 of the Act.
10. LL#2 has been signed by the landlord's representative who provided it. It was issued on 1-December-2023, the first day of the relevant rental period, as the rental period in this case runs from the first of the month to the last. It gives a termination date of 29-February-2024, the last day of a rental period. The landlord said it was posted on the

tenant's front door and provided a photo of same (LL#3), in accordance with s. 35(2)(c) of the Act. LL#2 therefore complies with s. 18(9) of the Act.

11. The landlord testified that this was a month-to-month lease. LL#2 provides three full months' notice, as required under s. 18(2)(b).
12. The termination notice complies with relevant sections of the Act and is therefore valid. The tenancy terminated on 29-February-2024. Insofar as the tenant is still residing at the premises, they are doing so illegally.

### **Decision**

13. The termination notice is valid. An order of vacant possession will be granted.

### **Summary of Decision**

14. The tenant shall vacate the premises immediately.
15. The tenant shall 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.
16. The landlord is granted an order of possession.

24-May-2024

Date

  
Seren Cahill  
Residential Tenancies Office