

Residential Tenancies Tribunal

Application 2024-0217-NL

Decision 24-0217-00

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:47 p.m. on 11-April-2024.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant”, attended by teleconference. The applicants authorized representative, [REDACTED] also attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the landlord”, attended by teleconference.

Preliminary Matters

4. There is a written month to month rental agreement which commenced on 1-November-2021. Rent is \$800.00 per month, due on the first of each month. A security deposit of \$450.00 was paid in November 2021 and is in the landlord’s possession.
5. The applicant submitted a copy of an affidavit stating that she served the landlord with the notice of hearing electronically by email on 28-March-2024 (TT#1). The respondent confirmed receiving the document on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.

Issues before the Tribunal

6. The tenant is seeking:
 - A determination of the validity of the termination notices.

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 is the following section of the *Residential Tenancies Act, 2018*: Section 18; Notice of termination of rental agreement.

Issue # 1: Validity of Termination Notices

Relevant Submissions

9. The tenant submitted a copy of 2 termination notices issued by the landlord on the following dates; (1) issued on 1-January-2024 to vacate on 31-March-2024 and (2) issued on 29-March-2024 to vacate on 30-June-2024 under Section 18 of the *Residential Tenancies Act, 2018* (TT#2).

Tenant's Position

10. The tenant was questioning the validity of the first termination notice as she was given a new notice before the termination day arrived. The tenant wishes to know if she can reside at the premises until 30-June-2024 as stated on the second termination notice.

Landlord's Position

11. The landlord did not dispute that she gave a new termination notice before the termination date arrived on the first notice. The landlord testified that she thought she made an error in the first eviction notice and subsequently issued a new notice.

Analysis

12. The relevant subsections of Section 18 of the *Residential Tenancies Act, 2018* state:

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

(b) not less than 3 months before the end of a rental period where the residential premises is rented from month to month; and

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

13. The first termination notice issued on 1-January-2024 became void when the second termination notice was issued on 29-March-2024 before the termination date. And as such, the first termination notice issued is not a valid notice. With regards to the second termination notice, it meets the requirements of not less than 3 months before the end of a rental period where the residential premises is rented month to month. In accordance with the *Residential Tenancies Act, 2018* the second termination notice is a valid notice.

14. I find that the tenant shall reside at the premises until 30-June-2024 or until such time as a *termination notice with cause* is given to the tenant by the landlord.

Decision

15. The first termination notice dated 1-January-2024 is not a valid notice.

16. The second termination notice dated 29-March-2024 is a valid notice.

Summary of Decision:

17. The first termination notice dated 1-January-2024 is not a valid notice.
18. The second termination notice dated 29-March-2024 is a valid notice.

April 17, 2024

Date

Pamela Pennell, Adjudicator
Residential Tenancies Office