

Residential Tenancies Tribunal

Application 2024-0282-NL

Michael Reddy
Adjudicator

Introduction

1. The hearing was called at 9:00 AM on 16 May 2024.
2. The applicant, [REDACTED] care of [REDACTED], represented by [REDACTED], hereinafter referred to as "the landlord", attended the hearing and offered testimony.
3. The respondent, [REDACTED], hereinafter referred to as "the tenant", attended the hearing and offered testimony.

Preliminary Matters

4. The landlord submitted an affidavit of service with the application stating that the tenant was served with the notice of hearing personally on 30-April-2024 at approximately 8:50am (L#3). The tenant confirmed receipt. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. The landlord did amend the application during the hearing and was seeking hearing expenses.
6. The details of the claims were presented as a written monthly rental agreement with rent set at \$1,100.00, due on the 1st of each month (L # 1). There was a security deposit collected on this tenancy on 18 December 2021, which remains in the landlord possession, in the amount of \$712.50. The tenant had resided at [REDACTED] [REDACTED] since 1 January 2022. The Property Manager served the tenant a termination notice on 29 December 2023 to terminate the tenancy on 31 March 2024 under section 18 of the *Residential Tenancies Act, 2018* (L # 2).

Issues before the Tribunal

7. The landlord is seeking:
 - An Order for Vacant Possession of the rental property; and,
 - Hearing expenses \$20.00

Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of *"Residential Tenancies Act, 2018*.
9. 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 and Section 02-004 of the Residential Tenancies Policy Manual: Deposits, Payments and Fees and Section 12-001 of the Residential Tenancies Policy Manual: Costs.

Issue 1: Vacant Possession of the Rental Premises

Landlord Position

10. The landlord presented testimony the rental agreement of the rented premises located at [REDACTED], is a written monthly tenancy.
11. The landlord testified that the tenant was issued a notice under section 18 to the tenant on 29 December 2023 to be out of the residence by 31 March 2024. The property manager issued the notice to the tenant personally (L # 2).

Tenant position

12. The tenant did not dispute he received the Section 18 Notice to Terminate.
13. The tenant testified concerns with the potential of his eviction from his current rental and expresses concerns with the lack of available rental options.

Analysis

14. Section 18 (2) (b) of the *Act*, states:

Notice to termination of rental agreement

(2) A landlord shall give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential property

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

15. On examination of the termination notice and submitted into evidence, I find the notice served on 29 December 2023 with a terminated date of 31 March 2024. I find that as the date of termination identified on the notice 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 full compliance with the requirements of Section 18 (2)(b).
16. Section 18 (9) and 34 identify the technical requirements of the termination notice:

Section 18 (9)

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.*

Section 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.*

17. On examination of the termination notice, I find all these criteria have been met. Further, as identified above, the landlord testified that the termination notice was served personally which is a permitted method of service identified under Section 35.
18. According to the reasons identified above, I find that the termination notice issued by landlord1 to be proper and valid. I find the tenant should have vacated the property on 31 March 2024

Decision

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

Issue 2: Hearing Expenses = \$20.00

20. Along with her application, the landlord provided a copy of the hearing expenses receipt (**Exhibit L # 4**).

Analysis

21. As per policy 12-001, I find the landlord is entitled to the \$20.00 hearing expense reimbursement as her application succeeds.

Decision

22. Hearing expenses in the amount of \$20.00 is awarded.

Summary of Decision

23. The landlord is awarded 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; and
- Reimbursement of Hearing Expense in the amount of \$20.00.

24 May 2024

Date

**Adjudicator
Residential Tenancies Office**