

Residential Tenancies Tribunal

Application 2024-0283-NL

Decision 24-0283-00

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 1:51 p.m. on 16-May-2024.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as “the tenants” attended by teleconference.

Preliminary Matters

4. The landlord submitted 2 affidavits with her application stating that she had served the tenants with the notice of hearing electronically by e-mail to; [REDACTED] and [REDACTED] on 23-April-2024 (LL#1). The tenants confirmed receipt of the documents on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There is a written fixed term rental agreement which commenced on 1-March-2023. Rent is \$1600.00 per month due on the first of each month. A security deposit of \$1200.00 was paid on 1-March-2023 and is in landlord’s possession.

Issues before the Tribunal

6. The landlord is seeking:
 - An Order for Vacant Possession of the rented premises.
 - Late fees \$75.00
 - Hearing expenses \$20.00.

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 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 Rented Premises

Relevant Submissions:

9. The landlord submitted a copy of a termination notice issued to the tenant on 28-November-2023 under Section 18: Notice of termination of rental agreement to vacate the premises on 31-March-2024 (LL#2).

Analysis

10. The notice was served under Section 18 of the *Residential Tenancies Act, 2018* which states:

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.

11. The termination notice submitted by the landlord meets the requirements of not less than 3 months before the end of the term where the residential premises is rented for a fixed term. The landlord stated that the termination notice was served electronically to the tenant on 28-November-2023. The tenants agreed that they received the termination notice that day. In accordance with the *Residential Tenancies Act, 2018* as stated above, the termination notice meets the requirements of the *Act* and is a valid notice.

12. I find that the tenants should have vacated the property by 31-March-2024.

Decision

13. The landlord's claim for an order for vacant possession of the rented premises succeeds.

Issue # 2: Late fees \$75.00

Relevant Submissions:

14. The landlord testified that the rent for January was paid late. The landlord submitted a copy of the money transfer from the tenant dated 10-January-2024 to support her claim (LL#3). The landlord testified that as late fees were not paid with rent in January, they are still outstanding in the amount of \$75.00.
15. The tenants agreed that they paid rent late on the 10-January-2024 in the amount of \$1600.00.

Analysis

16. The Section 02-004 *Residential Tenancies Policy Manual*: Deposits, Payments and Fees states:

Late Fee: A fee charged by the landlord to the tenant when the tenant fails to pay rent within the time identified by the rental agreement.

...

Late Fees When rent is not paid on time, a landlord may charge a late fee of \$5.00 for the first day rent is in arrears and \$2.00 for each additional day that the rent remains in arrears in any consecutive number of rental periods up to a maximum of \$75.00 (s. 15.(1))

17. In accordance with Section 02-004 *Residential Tenancies Policy Manual* as stated above, the tenants are required to pay late fees for the period of 2-January to the 9-January in the amount of \$19.00.

Decision

18. The landlords claim for late fees succeeds in the amount of \$19.00.

Issue # 3: Hearing expenses \$20.00

Relevant Submissions:

19. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and provided a copy of the receipt (LL#4).

Analysis

20. According to Section 12-001 of the *Residential Tenancies Policy Manual: Costs*, the application fee of \$20.00 will be awarded to the landlord.

Decision

21. The landlord's claim for hearing expenses succeeds in the amount of \$20.00.

Summary of Decision

22. The tenants shall pay \$0.00 to the landlord as follows:

Late fees	\$19.00
Hearing expenses	20.00
Less partial security deposit	39.00

Total..... \$0.00

23. The tenants shall vacate the premises immediately.

24. The tenants 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.

25. The landlord will be awarded an Order of Possession.

May 22, 2024

Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office