

Residential Tenancies Tribunal

Application 2024-0310-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 2:02 p.m. on 11-June-2024.
2. The applicant, [REDACTED] (applicant 1), hereinafter referred to as "the tenant", did not attend. The applicant, [REDACTED] (co-signer and applicant 2), hereinafter referred to as "the tenant", attended by teleconference. Authorized representative, [REDACTED] (Legal Counsel) attended.
3. The respondent, [REDACTED], represented by [REDACTED] (respondent 1) and [REDACTED] (respondent 2), hereinafter referred to as "the landlord" attended by teleconference.

Preliminary Matters

4. The tenants submitted an affidavit with their application stating that they had served the landlord with the notice of hearing personally at the Company's address on 22-April-2024 (TT#1). The respondent's representative confirmed receipt of the document on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There was a written term rental agreement which commenced on 1-June-2020 and is currently a month-to-month agreement. Rent is \$1350.00 per month, due on the 1st of each month. A security deposit of \$552.50 was paid on 19-May-2020 and is in the landlord's possession.

Issues before the Tribunal

6. The tenants are seeking:
 - Validity of termination notice to be determined.

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*. Also, relevant and considered in this decision are the following sections of the *Act*; Section 18: Notice of termination of rental agreement and Section 29: Termination for invalid purposes.

Issue # 1: Validity of Termination Notice to be Determined.

Relevant Submissions

8. The tenants submitted a copy of a termination notice issued on a *Landlord's Notice to Terminate – Standard* form (TT#2). The notice was signed and dated on 30-January-2024 under Section 18; *Notice of termination of rental agreement* to vacate the premises on 30-April-2024.

Tenant's Position

9. The authorized representative for the tenants is questioning the validity of the termination notice and stated that his client has been discriminated against and harassed by the landlord. The authorized representative stated that the behavior of the landlord can also be classified as a retaliation tactic, and he is seeking to have the termination notice deemed invalid for those reasons.

Landlord's Position

10. The landlord did not have a position as they gave a *standard termination notice* under Section 18 of the *Act* which requires no reason.

Analysis

11. 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

be signed by the person providing the notice;

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.

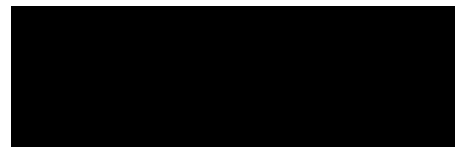
12. The standard termination notice submitted by the tenants meets the requirements of not less than 3 months before the end of a rental period where the residential premises is rented month-to-month. Respondent 1 stated that the termination notice was posted on the tenant's door on 30-January-2024 and applicant 1 confirmed that the document was received on that day. In accordance with Section 34 of the *Act*, this is good service. The *Act* prescribes how rental agreements may be terminated by a landlord when there has been no misconduct by a tenant. This is set out in subsection 18(2) as above. A landlord's standard eviction notice to the tenant need only state that they are relying on section 18 without having to provide a reason.
13. The tenant's authorized representative questioned the signature on the termination notice and stated that his client did not know who sent the notice. I asked Respondent 2 under oath if she signed the termination notice, and if she is employed with the landlord. She responded that she did sign the termination notice as an employee of the landlord.
14. The tenant's authorized representative stated that his client has a mental and physical disability. The tenant's authorized representative also stated that the landlord discriminated against and harassed his client and as such has contravened her human rights under the *Human Right Act*. This tribunal's jurisdiction applies to the *Residential Tenancies Act* where the relationship of a landlord and tenant exists in respect of residential premises. This jurisdiction does not extend to determining whether or not there is a violation of the *Human Rights Act*, and individuals who feel discriminated against or harassed have the ability to file a complaint with the *Human Rights Commission*.
15. The tenant's authorized representative also wished to challenge to validity of the termination notice under the grounds of retaliation. In accordance with Section 29 of the *Residential Tenancies Act, 2018*, a standard termination notice under Section 18 can be challenged where a tenant believes that the landlord has directly or indirectly coerced, threatened, intimidated or harassed him/her. Subsection 29(2) is clear that the tenant may **no later than one month** after receiving the termination notice, apply to the *Director* under Section 42 for an *Order* declaring that the rental agreement is not terminated. Based on the facts that the termination notice was given on 30-January-2024 and that the tenants paid the filing fee to make application to *Residential Tenancies* 57 days later on 28-March-2024 (TT#3), I find that the termination notice shall not be challenged under Section 29 of the *Act*.

Decision

16. The *Standard Termination Notice* dated 30-January-2024 is a valid notice.

June 18, 2024

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office