

Residential Tenancies Tribunal

Application 2024-0318-NL

Decision 24-0318-00

Michael Reddy
Adjudicator

Introduction

1. The hearing was called at 1:45 PM on 15 May 2024 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as “landlord1”, attended the hearing. The applicant, [REDACTED], hereinafter referred to as “landlord2”, did not attend the hearing.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant”, attended the hearing. The tenant also had an authorized representative, [REDACTED], attend the hearing, who was affirmed at the hearing and offered testimony.

Preliminary Matters

4. The tenant was personally served an Application for Dispute Resolution (Exhibit L #3) on 18 April 2024 at approximately 11:00 am. In accordance with the Residential Tenancies Act, this is considered good service.
5. Landlord1 did not amend the application during the hearing and was not seeking any hearing expenses.
6. The details of the claims were presented as a written monthly rental agreement with rent set at \$775.00, due on the 1st of each month (Exhibit L # 1). There was a security deposit collected on this tenancy, which remains in the landlords’ possession, in the amount of \$412.00. The landlords purchased the multi-unit apartment building in 2021; at which time the tenant was an occupant of [REDACTED]. Landlord1 personally served the tenant a termination notice on 9 September 2023 to terminate the tenancy on 31 December 2023 under section 18 of the *Residential Tenancies Act*, 2018 (Exhibit L # 2).

Issues before the Tribunal

7. The landlord is seeking the following:

- An order for eviction and possession of property.

Legislation and Policy

8. 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 case is S. 18, 34 and 35 of the *Residential Tenancies Act*, 2018.

Issue 1: Order for eviction/ possession of property

Landlord position

9. Landlord1 provided testimony and evidence that the rental agreement of the rented premises located at [REDACTED], is a written monthly tenancy. He confirmed that he issued a notice under section 18 to the tenant on 9 September 2023 to be out of the residence by 31 December 2023 by issuing it to the tenant personally. A copy of the termination notice was provided (Exhibit L # 2).

Tenant position

10. The authorized representative did not dispute that the tenant received the Section 18 Notice to Terminate. The authorized representative expressed concerns with a potential eviction of the tenant from her current residence due to lack of availability of alternate housing and she wished to remain in her rental.
11. The tenant testified she experienced health concerns which require her to be under 24 hour care in her rental unit. She stated she was currently involved with a profession organization in relation to her health concerns who she though would be attending the hearing and speaking on her behalf.

Analysis

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

Notice of 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.

13. On examination of the termination notice submitted into evidence, I find the notice was served on 9 September 2023 with a terminated date of 31 December 2023. As the date of termination identified on the notice is 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).

14. Section 18 (9) and 34 identify the technical requirements of the termination notice. On examination of the termination notice, I find all these criteria have been met.

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.*

15. As identified above, landlord1 testified that the termination notice was served personally which is a permitted method of service identified under Section 35.
16. According to the reasons identified above, I find the termination notice issued by landlord1 to be valid. The tenant should have vacated the premises on 31 December 2023.

Decision

17. The landlords claim for an order for vacant possession succeeds.

Summary of Decision

18. The landlords are entitled to 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.

17 May 2024

Date

