

Residential Tenancies Tribunal

Application 2024-0445-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:00 a.m. on 25-June-2024.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.
3. The respondent, [REDACTED], represented by [REDACTED] and [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.

Preliminary Matters

4. The tenant submitted an affidavit with her application stating that she had served the landlord with the notice of hearing electronically by email to [REDACTED] on 14-June-2024 (TT#1). The landlord’s representative agreed that they received the notice of the hearing. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There is a written month-to-month rental agreement which commenced in August-2023. Rent is \$149.00 per month and due on the first of each month. A security deposit was not paid.

Issues before the Tribunal

6. The tenant is seeking:
 - Validity of termination notice.

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 notice

Relevant Submission

9. The tenant testified that the landlord gave her a standard termination notice under Section 18 of the *Act*: Notice of termination of rental agreement, to vacate the premises on 31-August-2024. The tenant submitted a copy of the termination notice to support the claim (TT#2).

Tenant's Position

10. The tenant testified that she pays her rent on time and feels that it's unfair for the landlord to give her a termination notice. The tenant requested to call in a witness, and I permitted this. The tenant's witness, [REDACTED], testified that it is very hard to find a house currently and that the tenant is a hard-working lady and she is not crossing any rules or boundaries. The witness stated that there is no reason for the landlord to give a termination notice as the tenant pays rent on time, so she needs to stay in the rental unit.

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

- (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.*

12. The landlord's representative stated that the termination notice was served personally to the tenant on 13-May-2024 under the Section 18 of the *Act* to vacate the residential premises on 31-August-2024. The tenant agreed that she received the termination notice that day. I accept the testimony of the tenant and the witness in that there has been no "reason" or misconduct warranting a termination for cause. Nonetheless, 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. The copy of termination notice submitted by the tenant meets the requirements of not less than 3 months before the end of the rental period after notice is served where residential premises is rented month-to-month. 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.

13. I find that the tenant should vacate the property by 31-August-2024.

Decision

14. The termination notice is a valid notice.

Summary of Decision

15. The termination notice is a valid notice.

June 28, 2024

Date

Oksana Tkachuk, Adjudicator
Residential Tenancies Office