

Residential Tenancies Tribunal

Application 2024-0539-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 2:00 p.m. on 22-July-2024.
2. The applicant, [REDACTED], hereinafter referred to as "the landlord" attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as "the tenant" did not attend.

Preliminary Matters

4. The tenant was not present or represented at the hearing. I was unable to reach her by telephone at the start of the hearing. This Tribunal's policies concerning notice requirements and hearing attendance have been adopted from the *Rules of the Supreme Court, 1986*. According to Rule 29.05(2)(a) respondents to an application must be served with claim and notice of the hearing 10 clear days prior to the hearing date and, where the respondent fails to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondent's absence so long as they have been properly served. The landlord submitted affidavit with his application stating that he had served [REDACTED] with the notice of hearing via prepaid registered mail, tracking number [REDACTED] on 8-July-2024 (LL#1). In accordance with the *Residential Tenancies Act, 2018* this is good service. As the tenant was properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in her absence.
5. There is a written month-to-month rental agreement which commenced in January-2022 (LL#2). Rent is \$600.00 per month and due on the first of each month. A security deposit was not collected.

Issues before the Tribunal

6. The landlord is seeking:
 - An Order for Vacant Possession of the rented premises.

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: Vacant Possession of the Rented Premises

Landlord's Position

9. The landlord testified that he gave the tenant a standard termination notice on 21-February-2024 under Section 18: Notice of termination of rental agreement to vacate the premises on 31-May-2024. The landlord stated that he served the tenant with the termination notice both via prepaid registered mail and via posting the termination notice on the front door of the rental unit and provided a proof of service (LL#3). The landlord submitted a copy of the termination notice to support the claim (LL#4). The landlord affirmed that he extended the move out date from 31-May-2024 as per termination notice, to 31-June-2024, to assist the tenant with the moving process. As part of his effort to help the tenant, the landlord also provided free rent for the months of May and June, based on their verbal agreement.

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 rental period after notice is served where residential premises is rented month-to-month. I accept the landlord's testimony that the landlord

extended the termination date to 31-June-2024. 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 tenant should have vacated the property by 31-June-2024.

Decision

13. The termination notice is a valid notice. The landlord's claim for an order for vacant possession of the rented premises succeeds.

Summary of Decision

14. The tenant shall vacate the premises immediately.

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

16. The tenant 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.

July 25, 2024

Date

Oksana Tkachuk, Adjudicator
Residential Tenancies Office