

Residential Tenancies Tribunal

Application 2024-0550-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:06 a.m. on 15-August-2024.
2. The applicant, [REDACTED], represented by [REDACTED], hereinafter referred to as "the landlord" attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as "the tenant" attended via teleconference.

Preliminary Matters

4. The landlord's representative submitted affidavit with their application stating that they had served [REDACTED] with the notice of hearing personally at the residential premises on 1-August-2024 (LL#1). The respondent agreed receiving the hearing documents on that day. In accordance with the *Residential Tenancies Act, 2018* this is good service, and we proceed with the hearing.
5. There is a written month-to-month rental agreement which commenced in January-2021 (LL#2), however, the tenant has been residing in the rental unit since July-2008, before the landlord became the owner of the property. Rent is \$800.00 per month and due on the first of each month. A security deposit of \$487.50 was collected on 20-November-2014 and is in landlord's possession.

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's representative testified that they gave the tenant a standard termination notice on 31-January-2024 under Section 18: Notice of termination of rental agreement to vacate the premises on 31-May-2024. The landlord's representative stated that they served the tenant with the termination notice personally at the residential premises on 31-January-2024. The landlord submitted a copy of the termination notice to support the claim (LL#3).

Tenant's Position

10. The tenant confirmed that she received the termination notice on that day and explained that her inability to move out after receiving the termination notice was solely due to the difficulty in finding a suitable rental property.

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 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. 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 have vacated the property by 31-May-2024.

Decision

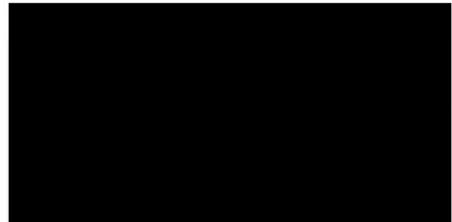
14. The tenant shall vacate the premises immediately.

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

16. The tenant 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.

August 27, 2024

Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office