

Residential Tenancies Tribunal

Application 2024-0610-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:01 a.m. on 21-August-2024.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” and [REDACTED], supportive person, attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” and [REDACTED], [REDACTED], representative, attended by teleconference.

Preliminary Matters

4. The landlord submitted an affidavit with his application stating that he had served the tenant with the notice of the hearing personally at the residential premises on 25-July -2024 (LL#1). The tenant agreed receiving it on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service, and we proceeded with the hearing.
5. There was a written fixed term rental agreement which commenced on 1-November-2020 that converted into a month-to-month rental agreement. Rent is \$1100.00 per month due on the first of each month. A security deposit of \$550.00 was collected in 2020 and is in landlord’s possession.

Issues before the Tribunal

6. The landlord is seeking:
 - Validity of Termination Notice;
 - 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 sections of the *Residential Tenancies Act, 2018*: Sections 14, 15 and Section 19: Notice where failure to pay rent.

**Issue # 1: Validity of Termination Notice
Vacant Possession of the Rented Premises**

Relevant Submissions:

9. The landlord submitted a copy of the termination notice under Section 19: Notice where failure to pay rent (LL#2). The notice is signed and dated 3-July-2024 and was served both electronically via email; [REDACTED] and by currier delivery on that day, with a termination date of 15-July-2024. The landlord provided proofs of service (LL#3, LL#4).

Landlord's Position:

10. The landlord testified that rent has been in arrears since May-2024, and that the tenant did not make any payments in June, July and August. The landlord stated that the total amount the tenant owed when the termination notice was issued was \$3300.00. The landlord stated that there were no payments made by the tenant after the landlord issued the termination notice.

Tenant's Position:

11. The tenant stated that he never received the termination notice, however he agreed that the rent is in arrears. The tenant stated that he paid rent for the month of May.

Analysis

12. Section 19 of the *Residential Tenancies Act, 2018* states:

Notice where failure to pay rent

19. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b),

- (b) where the residential premises is

- i. rented from **month to month**,

- ii. rented for a fixed term, or

- iii. a site for a mobile home, and

the amount of rent payable by a tenant is overdue for 5 days or more, the landlord may give the tenant notice that the rental agreement is terminated and that the tenant is required to vacate the residential premises on a specified date not less than 10 days after the notice is served on the tenant.

- (4) In addition to the requirements under section 34, a notice under this section shall

- a. be signed by the landlord;

- b. state the date on which the rental agreement terminates and the tenant is required to vacate the residential premises; and

- c. be served in accordance with section 35.

13. The landlord provided sufficient evidence to demonstrate that the termination notice was properly served to the tenant. The tenant was in rent arrears in excess of the 5 days when the termination notice was served. On the date of termination, 15-July-2024 the tenant was still in arrears. In accordance with Section 19 of the *Residential Tenancies Act, 2018* as stated above, the termination notice meets the requirements of the Act and is a valid notice.

14. I find that the tenant should have vacated the property by 15-July-2024.

Decision

15. The landlord's claim for an order for vacant possession of the rented premises succeeds.

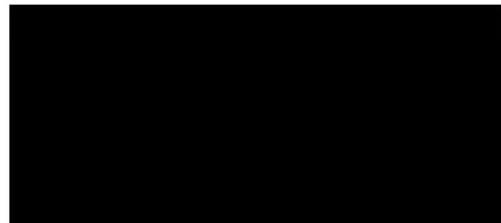
16. The tenant shall vacate the property immediately.

17. 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.

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

August 27, 2024

Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office