

## Residential Tenancies Tribunal

Application 2024-0615-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 1:57 p.m. on 16-September-2024.
2. The applicant, [REDACTED], represented by [REDACTED] and [REDACTED], hereinafter referred to as “the landlord”, attended by teleconference.
3. The respondent [REDACTED] (respondent 1), hereinafter referred to as “the tenant” attended by teleconference. [REDACTED] (respondent 2), hereinafter referred to as “the tenant” did not attend.

### Preliminary Matters

4. Respondent 2 was not present or represented at the hearing and I asked respondent 1 if he was there with her and she responded that he was there but did not wish to attend. I asked respondent 1 if she was representing respondent 2 and she responded that she was not. 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 respondents fail 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 2 separate affidavits with their application stating that they had served the tenants with the notice of hearing and the notice of rescheduled hearing in person at the residential premises on 12-August-2024 and the 25-August-2024 respectively (LL#1). I asked respondent 1 if both she and respondent 2 received the documents on those dates and she responded that they had. In accordance with the *Residential Tenancies Act, 2018* this is good service. As respondent 2 was properly served, and as any further delay in these proceedings would unfairly disadvantage the landlords, I proceeded with the hearing in his absence.
5. There is a written month-to-month rental agreement which commenced on 1-September-2010. Rent is \$1050.00 per month, due on the 1st of each month. A security deposit of \$325.00 was paid on 1-September-2010 and is in the 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

### Relevant Submissions

9. The landlord submitted a copy of a termination notice issued to the tenants in person at the residential premises on 6-November-2023 under Section 18; Notice of termination of rental agreement to vacate the premises on 30-April-2024 (LL#2).

### 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 a rental period where the residential premises is rented

month-to-month. I asked respondent 1 if both she and respondent 2 received the termination notice on 6-November-2023 and she responded that they had. Respondent 1 went on to state that they have not vacated the unit to date as they have not been successful in securing a new rental unit. I find that the termination notice is a valid notice.

12. I find that the tenants should have vacated the premises on 30-April-2024.

### **Decision**

13. The landlord's claim for an order of vacant possession succeeds.

### **Summary of Decision:**

14. The termination notice is a valid notice.

15. The tenants shall vacate the premises immediately.

16. The tenants 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.

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

September 18, 2024

Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office