

Residential Tenancies Tribunal

Application #: 2024-0652-NL

Decision #2024-0652-00

Amelia Moss
Manager, Residential Tenancies

Introduction

1. Hearing was called at 1:49 p.m. on 26-August-2024 via teleconference.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as "the tenants" were in attendance.
3. The respondent and counter-applicant, [REDACTED], hereinafter referred to as "the landlord" was in attendance.

Preliminary Matters

4. All parties acknowledged that they received notification of this hearing more than 10-days prior to the hearing, and provided affidavits (T#1, L#1) confirming the same.
5. There is a written month-to-month rental agreement which commenced on 1-March-2021. Rent is \$900.00 per month due on the first of each month. A security deposit of \$600.00 was paid in trust.
6. The landlord was advised that counter application #2024-0731-NL would not be proceeding in this hearing as they were seeking an Order for Vacant Possession on a termination notice with a future move-out/termination date. The landlord counter application is severed from file 2024-0652-NL and held over for a future date.

Issues before the Tribunal

7. The tenants are seeking:
 - A determination of the validity of a termination notice issued under section 18 of the *Residential Tenancies Act, 2018* (the *Act*).

Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Act*.
9. Also, relevant and considered in this decision is the following sections of the *Act*: Sections 18, 34 and 35.

Issue # 1: Validity of Termination Notice

Relevant Submissions:

10. The tenants submitted a copy of a termination notice issued on 12-July-2024 (T#2), under section 18: notice of termination of rental agreement to vacate on 11-October-2024.

Tenant's Position:

11. The tenants acknowledged receiving the termination notice on the evening of 12-July-2024 and stated that the landlord gave them a copy in person. Rent is due on the 1st of each month, and they question the validity of the notice as the move out date was specified as 11-October-2024, which and therefore does not include three full rental periods. The tenants noted that they are actively searching for alternate housing.

Landlord's Position:

12. The landlord testified that he provided the tenants with the termination notice on the day following the purchase of the property closed, and that he had thought that it contained accurate information in accordance with advice from the realtor.

Analysis

13. To be valid, a termination notice must comply with all relevant sections of the *Act*.
14. 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.

Requirements for notices

34. *A notice under this Act shall*

- (a) *be in writing in the form prescribed by the minister;*
- (b) *contain the name and address of the recipient;*
- (c) *identify the residential premises for which the notice is given; and*
- (d) *state the section of this Act under which the notice is given.*

15. The termination notice was signed by the landlord, issued prior to the first day of a rental period and served in person, which is an acceptable method of service in accordance with section 35 of the Act. However, the notice fails to comply with section 18(9)(c) as the move out date stated on the notice was 11-October-2024, which was not the last day of a rental period.

16. It is also noted that the termination notice is not in compliance with section 34(b) as it does not contain the names of the recipients, but merely refers to them as "tenants".

Decision

17. The termination notice dated 12-July-2024 is invalid.

August 28, 2024

Date

— 
Amelia Moss
Residential Tenancies Office