

Residential Tenancies Tribunal

[REDACTED] Decision 19-264-05

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 1:10 pm on 01 May 2019 at the Government Service Centre, Motor Registration Building, 149 Smallwood Drive, Mount Pearl, NL.
2. The applicant, [REDACTED], hereinafter referred to as "the landlord", participated in the hearing.
3. The respondent, [REDACTED], hereinafter referred to as "the tenant", also participated in the hearing. She was represented by [REDACTED].

Issues before the Tribunal

4. The landlord is seeking an order for vacant possession of the rented premises.

Legislation and Policy

5. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
6. Also relevant and considered in this case is section 18 of the *Residential Tenancies Act, 2018*.

Issue 1: Vacant Possession of the Rented Premises

Relevant Submissions

The Landlords' Position

7. The landlord stated that she had entered into a monthly rental agreement with the tenant in December 2015. The current rent is set at \$750.00 and the landlord testified that the tenant had paid a security deposit of \$250.00.
8. With her application, the landlord submitted a copy of a termination notice (■ #1) which she stated was taped to the tenant's door on 30 January 2019.
9. This termination notice was issued under section 18 of the *Residential Tenancies Act, 2018* (notice of termination of rental agreement) and it had an effective termination date of 30 April 2019.
10. The landlord stated that the tenant had not moved out of the unit as required and she is seeking an order for vacant possession of the rented premises.

The Tenant's Position

11. The tenant claimed that she had paid a security deposit of \$350.00, not \$250.00.
12. Regarding the termination notice, the tenant acknowledged that she had found that notice taped to her door on 30 January 2019.
13. The tenant stated that she had no issue with the notice and she did not question its validity. The tenant stated that she had only recently purchased a motor vehicle and she requested that she be permitted to stay on at the unit until the end of May 2019 so she could find a new apartment to move into.

Analysis

14. The relevant subsections of s.18 of the *Residential Tenancies Act, 2018* 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

...

(b) not less than 3 months before the end of a rental period where the residential premises is rented from month to month

...

(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*

15. Section 18 of the *Act* allows a landlord to terminate a rental agreement, on 3 month's notice, without having to provide reasons to either the tenant or this Board. As the notice meets all the requirements set out in this section of the *Act* and as it was properly served, it is a valid notice and the tenant ought to have vacated the unit on 30 April 2019.

Decision

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

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.

Issue 2: Hearing Expenses

18. The landlord submitted a hearing expense claim form as well as a receipt for \$20.00 for the costs of filing this application, a receipt for \$40.00 for the costs of hiring a process server and additional receipts, totalling \$22.05, for the costs of developing photographs and printing documents. As the landlord's claim has been successful, the tenant shall pay these hearing expenses.

Issue 3: Security Deposit

19. As the landlord's claim for hearing expenses has succeeded, she is authorized to retain \$82.05 of the security deposit.

Summary of Decision

20. The landlord is entitled to the following:

- An order for vacant possession of the rented premises,
- The tenant shall also 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.

- The landlord is authorized to retain \$82.05 of the security deposit.

07 May 2019

Date


John R. Cook
Residential Tenancies Tribunal