

Residential Tenancies Tribunal

Application [REDACTED]

Decision 21-0027-01

Jacqueline Williams
Adjudicator

Introduction

1. Hearing was called at 11:05 a.m. on September 29, 2021, via teleconference.
2. The applicant, the [REDACTED], represented by [REDACTED] [REDACTED], hereinafter referred to as “landlord1” and “landlord2,” both attended the teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” and her Authorized Representative, [REDACTED], hereinafter referred to as “authorized representative,” also attended the teleconference.

Preliminary Matters

4. The tenant provided the board with an Authorized Representative form ([REDACTED]#01) naming [REDACTED], as her representative.
5. The landlords submitted an Affidavit of Service ([REDACTED]#01) stating that landlord1 served the tenant personally of notification of the hearing on September 02, 2021. The tenant acknowledges receiving notice in the way presented.

Issues before the Tribunal

6. The landlord is seeking vacant possession of their property.

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 case is section 18 of the *Residential Tenancies Act, 2018*: notice of termination of rental agreement, section 34: requirements for notices, and section 35: Service of documents.

Issue 1: Vacant Possession of the Rental Premises

Landlord Position

9. The landlord and tenant entered into a written rental agreement for a term of one year beginning August 16, 2020 to August 15, 2021. The tenant took occupancy on August 16, 2020 and paid a daily rate for the remainder of that month. Rent is \$660.00 with utilities included. Rent is due the 1st day of each month. The tenant paid \$330.00 security deposit on August 16, 2020 and the landlord is still in possession of same.
10. The housing in question is in an apartment building. It is senior's housing. No services are provided outside of maintenance.
11. The landlord's submitted a standard, no cause termination notice (█#03), is dated for May 19, 2021 with a termination date of August 31, 2021. Landlord1 testified that he delivered the notice in person to the tenant.
12. The termination notice is a standard 3 month notice under section 18 of the Residential Tenancies Act.

Tenant Position

13. The tenant agrees that she was served the termination notice.
14. She is confused about what she had done that was "so bad" that she was being evicted.
15. The tenant, her family and friends all are trying to find her new housing, but they are struggling to find something suitable.
16. The Authorized Representative says she just recently became aware of the eviction and is working to assist the tenant to find a new place. The tenant has mobility issues and would require an accessible apartment.

Analysis

17. The *Residential Tenancies Act, 2018* Section 18 (2) & (9) 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.

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18. The landlord and tenant were in a fixed term rental agreement at the time of the notice. The landlord provided 3 full months in the eviction notice.
19. The landlord is entitled to give 3 months' notice without providing the reasons to this tribunal or the tenant.
20. The landlord's notice (█#03) follows the guidelines outlined in the act.

Decision

21. The landlord's claim for an order for vacant possession of the rented premises succeeds.
22. The tenant shall pay to the landlord the cost charged to the landlord by the Office of the High Sherriff, should the landlord be required to have the Sheriff enforce the attached Order of Possession.

Issue 2: Hearing Expenses

Decision

27. The landlord incurred the cost of filing for the hearing expense and provided a receipt for \$20.00 (█#04).
28. The landlord may retain the hearing expense of \$20.00 from the tenant's security deposit.

Summary of Decision

29. 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.
 - Hearing expense totaling \$20.00 retained from the tenant's security deposit.

October 8, 2021 _____

Date



Jacqueline Williams, Adjudicator
Residential Tenancies Office