

Residential Tenancies Tribunal

Application [REDACTED]

Decision 21-0028-03

John R. Cook
Adjudicator

Introduction

1. Hearing was called at 1:05 pm on July 19, 2021 via teleconference.
2. The applicant, [REDACTED] hereinafter referred to as “the landlord,” attended by teleconference.
3. The respondent, [REDACTED] hereinafter referred to as “the tenant,” also attended by teleconference.

Preliminary Matters

4. This is the second application filed by the landlord concerning this tenancy. A previous hearing was held on 08 February 2021 [REDACTED] and as a result of that hearing, the landlord was denied his claim for an order for vacant possession of the rented premises.

Issues before the Tribunal

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

Legislation and Policy

6. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the Residential Tenancies Act, 2018: jurisdiction of the Director of Residential Tenancies.
7. Also relevant and considered in this case is section 18 of the *Residential Tenancies Act, 2018*: notice of termination of rental agreement, as well as section 34: requirements for notices.

Issue 1: Vacant Possession of the Rental Premises

Relevant Submissions

The Landlord's Position

8. The landlord stated that he entered a verbal agreement for a monthly rental with the tenant in July 2020. The current rent is \$750.00 a month p.o.u. with a security deposit of \$350.00.
9. Included in the application, the landlord submitted a copy of the termination notice (█ #1) which he indicated that he affixed to the tenant's front door on February 27, 2021. Later that evening he checked and the notice had been removed from the door.
10. The termination notice was issued under section 18 of the *Residential Tenancies Act, 2018* (notice of termination of rental agreement) with an effective termination date of May 31, 2021.
11. The landlord stated that the tenant has not moved from the apartment as required and is seeking an order for vacant possession of the premises.

The Tenant's Position

12. The tenant acknowledged that he received the notice as stated. He believed that the landlord was compelled to provide an explanation as to why he was evicted. He conceded that he didn't understand that no explanation was required and requested time to arrange a move.

Analysis

13. The relevant subsections of s.18 of the *Residential Tenancies Act, 2018* state:

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

14. Section 18 of the *Act* allows a landlord to terminate a rental agreement with 3 months' notice to the tenant, without having to provide reasons to either the tenant or this Board. As the notice meets the requirements set out in this section of the *Act*, it was properly served, it is a valid notice and the tenant ought to have vacated the apartment on May 31, 2021.

Decision

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

17. The landlord incurred the cost of \$20.00 to file this application, as well as, \$12.71 for the cost of registered mail with Canada Post to serve the tenant with the claim and notice of the hearing.
18. As the claim is successful the tenant shall pay the total of these expenses from the damage deposit.

Summary of Decision

19. The landlord is entitled to the following:
- An order for vacant possession of the rented premises,
 - 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.

- The landlord is authorized to retain \$32.71 of the damage deposit.

27 July 2021

Date

