

Residential Tenancies Tribunal

Application [REDACTED]

Decision 21-0048-03

Jacqueline Williams
Adjudicator

Introduction

1. Hearing was called at 9:33 a.m. on October 5, 2021, via teleconference.
2. The applicant, [REDACTED] Housing Corporation, represented by [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.

Preliminary Matters

4. The landlord provided an Affidavit of Service ([REDACTED] #01), which is signed by a staff, [REDACTED]. It states that the notification of hearing was sent on September 9, 2021 by registered mail. The landlord provided the tracking # ([REDACTED] #02) showing that it was delivered on September 10, 2021. The tenant confirms the service of document.
5. The landlord had submitted two notices of termination. A Standard Notice ([REDACTED] #03), as well as, a Notice to Terminate Early ([REDACTED] #04). The landlord withdrew the notice to terminate early ([REDACTED] #04).

Issues before the Tribunal

6. The landlord is seeking:
 - Vacant possession of the property.
 - Hearing expenses

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 tenant moved in on August 19, 2019 and they have a written monthly agreement. The monthly rent is set at \$263.00 due on the first of each month. There was no damage deposit paid.
10. The landlord served the tenant with a Notice to Terminate Standard (█#03). The notice is dated for June 24, 2021 with a termination date of September 30, 2021.
11. The notice was delivered in person by the landlord and █
12. There have been ongoing issues with this tenancy, but he is submitting a standard termination agreement.

Tenant Position

13. The tenant agrees to the details of the rental agreement.
14. The tenant vividly remembers when she was served her termination notice, by the two individuals mentioned.
15. The tenant is currently in hospital and self declares that she has struggled with mental health and addiction issues.
16. She acknowledges that when she was living there, she was in active addiction and she had caused issues for the landlord.
17. She is currently in recovery and trying to reunite her family.
18. She is receiving social assistance and is unable to find another place to live.

Analysis

19. The landlord withdrew the Notice to Terminate Early (█#04) and proceeded with the Standard Notice (█#03).
20. Section 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

- (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.

- 21. Section 18(2)(b) states that in a month to month lease a landlord must give notice of not less than 3 months' before the end of the rental period to terminate the rental agreement. The landlord does not have to provide an explanation for the termination of the tenancy.
- 22. The landlord's notice to the tenant meets the requirement of the *Act* and is a valid termination notice.

Decision

- 23. The landlord's claim for an order for vacant possession succeeds.
- 24. The tenant shall vacate the premises immediately.

Issue 2: Hearing Expenses

- 25. The landlord incurred the cost of filing for the hearing expense and provided a receipt for the \$20.00 (■■■■ #03), as the claim is successful the tenant shall reimburse the landlord for this cost.

Summary of Decision

- 28. 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 expenses totaling \$20.00.

October 13, 2021
Date

