

Residential Tenancies Tribunal

Application [REDACTED]

Decision 21-0365-05

Jacqueline Williams
Adjudicator

Introduction

1. Hearing was called at 9:35 a.m. on 06 October, 2021.
2. The applicant, [REDACTED] hereinafter referred to as “the tenant” attended by teleconference.
3. The respondent, [REDACTED] hereinafter referred to as “the landlord” attended by teleconference, the co-respondent [REDACTED] did not attend.

Preliminary Matters

4. Affidavit was not submitted to this Board. The tenant stated that she served the landlord in person, by placing it in her hand, on September 25, 2021. The Landlord confirmed that she was served the notification of hearing as described by the tenant.

Issues before the Tribunal

5. The tenant is questioning the validity of the termination notice ([REDACTED] #01).

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*.
7. Also relevant and considered in this case is section 18 of the *Residential Tenancies Act, 2018*: section 18: 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

Tenant Position

8. The landlord and tenant have entered into a written rental agreement (■■■■#01) signed on April 28, 2021, with the tenancy starting May 15, 2021. This is a monthly agreement for \$1000.00 per month including utilities, cable and wifi. The rent is due the 1st of each month. There was no security deposit paid.
9. The tenant has had family issues that has caused her to be loud on the phone.
10. She states that she isn't an aggressive person but she did "snap" at the landlord a few weeks ago because of the stress she is experiencing; she has apologized.
11. Family members are having health issues and she would like to stay in the apartment because it puts her closer to her parents.
12. She is looking for a new place.

Landlord Position

13. The landlord has served two standard termination notices for no cause under the authority of section 18 of the Residential Tenancies Act. The first notice (DR#02) is in letter form. The second notice (■■■■#01) is on the form provided by this board. The second notice is for a termination time after the first notice and therefore nullifies the first notice.
14. The second notice (■■■■#01) is signed on August 16, 2021 with a termination date for November 30, 2021.
15. The second notice (■■■■#01) was hand delivered to the tenant on the date completed; August 16, 2021.
16. The copy submitted into evidence is not signed; the landlord and tenant both testified that they have possession of the signed copy. The landlord said she submitted the one she filled out online on line to us instead of a scan of the signed copy.
17. The landlord believes that this termination notice is valid and she is hoping the tenant moves out on November 30, 2021.

Analysis

18. 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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19. The landlord and tenant were in a monthly rental agreement at the time of the notice. The landlord provided 3 full months in the eviction notice.
20. The landlord is entitled to give 3 months' notice without providing the reasons to this tribunal or the tenant.
21. The landlord's notice (████#01) follows the guidelines outlined in the act.

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22. The tenant's request for a determination of the validity of the termination notice is that the notice is valid.

Issue 2: Hearing Expenses

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27. The tenant incurred the cost of filing for the hearing expense and provided a receipt for \$20.00 (████#01).
28. The tenant's claim is unsuccessful, therefore her claim for hearing expenses fails.

Summary of Decision

29. The notice dated for November 30, 2021 termination is a valid notice.

October 8, 2021
Date

