

Residential Tenancies Tribunal

Decision 19-498-05

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 11:15 am on 01 August 2019 at the Government Service Centre, Motor Registration Building, 149 Smallwood Drive, Mount Pearl, NL.
2. The applicant, [REDACTED], was represented at the hearing by [REDACTED], hereinafter referred to as “the landlord”. The respondent, [REDACTED], hereinafter referred to as “the tenant”, did not participate.

Issues before the Tribunal

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

Legislation and Policy

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

Preliminary Matters

6. The tenant was not present or represented at the hearing and I was unable to reach him by telephone from the hearing room. This Tribunal’s policies concerning notice requirements and hearing attendance have been adopted from the *Rules of the Supreme Court, 1986*. According to Rule 29.05(2)(a) respondents to an application must be served with claim and notice of the hearing 10 clear days prior to the hearing date and, where the respondent fails to

attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondent's absence so long as she has been properly served. The landlord submitted an affidavit at the hearing stating that the tenant was personally served with notice of the hearing on 08 July 2019 and he has had 23 days to provide a response. As the tenant was properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in his absence.

7. The landlord called his resident manager, [REDACTED], as a witness.

Issue 1: Vacant Possession of the Rented Premises

Relevant Submissions

The Landlords' Position

8. The landlord stated that he had entered into a 1-year, fixed-term rental agreement with the tenant on 01 September 2017 and a copy of that agreement was submitted at the hearing ([REDACTED] #1). The rent is set at \$760.00 and the tenant paid a security deposit of \$565.00.
9. When the lease expired on 31 August 2018 it was not renewed for another fixed-term and the tenancy continued after that date on a month-to-month basis.
10. On 28 February 2019 the landlord's resident manager, [REDACTED], served the tenant with a termination notice and a copy of that notice was submitted with the landlord's application ([REDACTED] #2). [REDACTED] was called as a witness and he testified that he had served the notice by posting it to the tenant's door on 28 February 2019.
11. The 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 31 May 2019.
12. The landlord stated that the tenant had not vacated as required and he is seeking an order for possession of the rented premises.

Analysis

13. 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

14. 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 by 31 May 2019.

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 submitted a hearing expense claim form as well as a receipt for \$20.00 for the costs of filing this application. As the landlord's claim has been successful, the tenant shall pay this hearing expense.

Issue 3: Security Deposit

18. As the landlord's claim for hearing expenses has succeeded, he is authorized to retain \$20.00 of the security deposit.

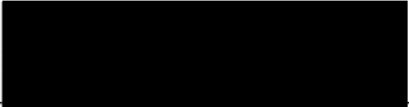
Summary of Decision

19. 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 \$20.00 of the security deposit.

12 August 2019

Date



John R. Cook
Residential Tenancies Tribunal