

Residential Tenancies Tribunal

Decision 20-0006-05

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 11:05 am on 03 February 2020 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”. She attended by teleconference
3. The respondent, [REDACTED], hereinafter referred to as “the tenant”, also participated in the hearing by teleconference.

Issues before the Tribunal

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

Legislation and Policy

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

Issue 1: Vacant Possession of the Rented Premises

Relevant Submissions

The Landlords' Position

7. The landlord stated that she had entered into a 1-year, fixed-term rental agreement with tenant on 01 September 2018 and a copy of that lease was submitted at the hearing (█ #1). The current rent is set at \$940.00 and it is acknowledged in the lease that the tenant had paid a security deposit of \$395.00.
8. The lease was not renewed after the first year and it reverted to a monthly tenancy on 01 September 2019.
9. With her application, the landlord submitted a copy of a termination notice (█ #2) which she stated was posted to the tenant's door on 30 September 2019.
10. This 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 December 2019.
11. The landlord stated that the tenant has not moved out of the unit as required and she is seeking an order for vacant possession of the rented premises.

The Tenant's Position

12. The tenant acknowledged that he had received the termination notice.
13. The tenant complained that the landlord had not given him an opportunity to renew his lease, like everyone else at the rental complex, and he stated that as a result he now has to pay an extra \$90.00 per month in rent.
14. He also stated that he did not know why the landlord had served him with notice of this hearing by e-mail when all the other notices she had sent to him were in person.

Analysis

15. 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

16. 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 on 31 December 2019.

Decision

17. The landlord's claim for an order for vacant possession of the rented premises succeeds.
18. 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

19. The landlord paid a fee of \$20.00 to file this application and the receipt is on file. As the landlord's claim has been successful, the tenant shall pay this hearing expense.

Issue 3: Security Deposit

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


Summary of Decision

21. 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.

06 February 2020

Date



John R. Cook
Residential Tenancies Tribunal