

Residential Tenancies Tribunal

Decision 19-064-03

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 1:30 pm on 03 September 2019 at the Sir Richard Squires Building, 84 Mount Bernard Avenue, Corner Brook, NL. This adjudicator attended by teleconference.
2. The applicants, [REDACTED], were represented at the hearing by [REDACTED], hereinafter referred to as “the landlord”. The respondent, [REDACTED], hereinafter referred to as “the tenant”, also participated.

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*.

Issue 1: Vacant Possession of the Rented Premises

Relevant Submissions

The Landlords' Position

6. The tenant moved into the rental unit in 2015. The current rent is set at \$735.00.

7. The landlord stated that on 10 May 2019 he issued the tenant a termination notice and he stated that he gave that notice to the tenant by sliding it under the door to his rental unit. A copy of that notice was submitted with the landlord's application (FN #1).
8. That notice was issued under section 18 of the *Residential Tenancies Act, 2018*, and it had an effective termination date of 31 August 2019.
9. The landlord stated that the tenant has not vacated as required and he is seeking an order for vacant possession of the rented premises.

The Tenant's Position

10. The tenant acknowledged receiving the termination notice but he stated that it was issued to him later than 10 May 2019, though he could not recall exactly when.
11. The tenant complained that the landlord was terminating his agreement for no reason whatsoever.
12. He also complained that he is due to return to work in Argentina, NL for an unknown period of time and he stated that he will not be able to move out of his unit while he is away.

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, on 3 month's notice, without having to provide reasons to either the tenant or this Board.
15. I accept the landlord's claim that he served this notice on the tenant on 10 May 2019.
16. 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 August 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. As the landlord's claim has been successful, the tenant shall pay his hearing expense of \$20.00 for the costs of filing this application.

Summary of Decision

20. The landlord is entitled to the following:
 - An order for vacant possession of the rented premises,
 - The tenant shall pay to the landlord the amount of \$20.00, and

- 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.

11 September 2019

Date



John R. Cook

Residential Tenancies Tribunal