

## Residential Tenancies Tribunal

Application 2025-0587-NL

Michael Reddy  
Adjudicator

---

### Introduction

1. The hearing was called at 9:06 AM on 12 August 2025 via teleconference.
2. The applicant, [REDACTED], represented by [REDACTED], hereinafter referred to as the landlord, attended the hearing.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, attended the hearing. [REDACTED], legal aid representative, hereinafter referred to as the tenant's authorized representative, attended the hearing.

### Preliminary Matters

4. The landlord submitted an affidavit with her application indicating the tenant was served by registered mail ([REDACTED]) on 28 July 2025 at approximately 12:47 PM (L#1). The tenant did not dispute this service. In accordance with the *Residential Tenancies Act, 2018* this is good service, and the hearing proceeded.
5. There is a written monthly agreement (L#2) which commenced on 1 March 2020. Rent is set at \$263.00, due on the 1<sup>st</sup> of each month. There was no security deposit collected on the tenancy.

### Issues before the Tribunal

6. The landlord is seeking the following:
  - An Order of Vacant Possession of the rental premises
  - Hearing expenses of \$20.00

### 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 (the Act)*.
8. Also, relevant and referred to in this decision are Sections 18, 29, 34 and 35 of the *Act*.

### **Issue 1: Vacant Possession of the Rental Premises**

#### Relevant Submission

9. The landlord submitted a copy of a termination notice (L#3) under Section 18 of the *Act* with a request for the tenant to vacate the rental premises on 31 July 2025. The notice was served to the tenant via registered mail and processed by Canada Post on 17 April 2025 at approximately 12:34 PM.

#### Landlord Position

10. The landlord testified the tenant has been at the rental premises since March 2020 and remains in the rental on the date of the hearing 12 August 2025. The landlord stated that a Section 18 termination notice was sent by registered mail on 17 April 2025 with a request for the tenant to vacate by 31 July 2025 (L#3).
11. The landlord did not have a position as the termination notice was given under the authority of the *Residential Tenancies Act, 2018*.
12. The landlord disputes the Section 18 Termination Notice was issued in retaliation to the actions of the tenant and testified, “we are looking for the rental back”.

#### Tenant Position

13. The tenant’s authorized representative advised that while unable to personally provide direct testimony, he has maintained on-going contact with the tenant and could provide information that had been relayed to him by the tenant. The tenant’s representative supplied a sworn signed written affidavit of the tenant in response to the application (T#1).
14. The tenant’s representative testified the termination notice issued to the tenant “contravenes” Section 29 of the *Residential Tenancies Act, 2018* and disputed that the eviction was a no cause notice.
15. The tenant’s authorized representative testified the tenant was frustrated with the landlord’s lack of appropriate upkeep of the rental premises. The tenant testified she had informed the landlord on multiple occasions about the need for repairs to the rental premises but denied she ever issued a request for repairs to the landlord.

16. The tenant's representative testified that after the tenant expressed to the landlord that she would be looking to speak to the landlord's supervisor, the section 18 termination notice was issued to the tenant in retaliation to the tenant's wish to address her concerns with management of [REDACTED].

## Analysis

17. To be valid, the termination notice (L#3) must comply with all relevant sections of the Act. Section 18(2), 18 (9) and 34 identify the technical requirements of the termination notice.

### Notice of termination of rental agreement

#### Section 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;

.....

#### Section 18 (9)

In addition to the requirements under Section 34, a notice under this section shall

- (a) be signed by the landlord;  
(b) be given not later than the first day of the rental period;  
(c) state the date on which the rental agreement terminates and the tenant is required to vacate the residential premises; and  
(d) be served in accordance with section 35.

#### Section 34

A notice under this Act shall

- (a) be in writing in the form prescribed by the minister;  
(b) contain the name and address of the recipient;  
(c) identify the residential premises for which the notice is given; and  
(d) state the section of this Act under which the notice is given.

18. L#3 is in writing but not in the form prescribed by the minister, contrary to S. 34(a) of the Act, as above. However, S. 22 (f) of the Interpretation Act, RSNL, 1990 states that where a form is prescribed, deviations from that form not affecting the substance nor calculated to mislead, do not invalidate the form

used. L#3 contains the name and address of the recipients. It identifies the residential premises for which it was given. It states it is issued under s. 18 of the Act. It therefore complies with s. 34.

19. L#3 was signed by the landlord and was served by registered mail on 17 April 2025. L#3 states the date on which the rental agreement is to terminate, 31 July 2025, and this date is the last date of a rental period. It was served in accordance with S. 35(2)(e) of the Act. L#3 therefore complies with S. 18(9).
20. L#3 provides three full months' notice, as required by S. 18(2).
21. Overall, I find that the termination notice submitted by the landlord complies with the requirements outlined in Section 18 of the Act.
22. The tenant claims retaliation under Section 29, which states:

### **Termination for invalid purpose**

**29. (1)** A landlord shall not

- a) terminate or give notice to terminate a rental agreement; or
- b) directly or indirectly coerce, threaten, intimidate or harass a tenant or a member of a tenant's family, in retaliation for, or for the purpose of deterring the tenant from, making or intervening in a complaint or application in relation to a residential premises.

(2) Where a tenant who is served with a notice of termination of a rental agreement believes that the landlord has contravened subsection (1), he or she may, not later than one month after receiving that notice, apply to the director under section 42 for an order declaring that the rental agreement is not terminated.

23. The Tribunal acknowledges the concerns raised by the tenant and the tenant's representative. However, the scope of this Tribunal's authority is limited to reviewing the authenticity and compliance of the termination notice with the *Residential Tenancies Act, 2018*. Section 18 permits a landlord to terminate a rental agreement without cause—commonly referred to as a “no fault” termination. In such cases, the landlord is only required to state that the termination is being made pursuant to Section 18. There is no legal obligation to provide further explanation or justification for the termination. With respect to the allegation that the termination notice may have been issued in retaliation, as referenced by the tenant's representative, Section 29 of the Act provides tenants with the right to challenge the validity of a termination notice believed to be retaliatory. However, in this case, the tenant did not submit an application under Section 29 (2) to contest the notice on those grounds. Accordingly, based on the evidence presented and the applicable legislation, the termination notice is deemed valid.

## Decision

24. The termination notice issued on 17 April 2025 with a request for the tenant to vacate by 31 July 2025 is a valid termination notice.

## Issue 2: Hearing Expenses

25. The landlord offered evidence of the application fee (L#4) and is seeking compensation.

## Analysis

26. In accordance with Section 12-1 of the Residential Tenancies Policy Manual, filing fees can be claimable costs. As the landlord's claim has been successful, I find that the tenant is responsible for the hearing expenses.

## Decision

27. The landlord's claim for hearing expenses succeeds in the amount of \$20.00.

## Summary of Decision

28. The landlord's claim for an Order for vacant possession succeeds.
29. The tenant shall vacate the property immediately.
30. The tenant shall pay to the landlord \$20.00 hearing expenses.
31. 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.

21 October 2025

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Michael Reddy, Adjudicator  
Residential Tenancies Office