

Residential Tenancies Tribunal

Application 2025-0629-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:03 a.m. on 4-September-2025.
2. The applicant, [REDACTED] operating as [REDACTED], represented by [REDACTED] and [REDACTED], hereinafter referred to as "the landlord", attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as "the tenant" attended by teleconference. [REDACTED], a support person for the tenant also attended.

Preliminary Matters

4. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing both personally and electronically by email on 22-August-2025 (LL#1). The tenant confirmed receipt of the document on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There is a verbal month-to-month rental agreement which commenced on 18-February-2022. Rent is \$207.00 bi-weekly, deducted from payroll. A security deposit was never paid.

Issues before the Tribunal

6. The landlord is seeking:
 - An order for vacant possession of the rented premises.

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*. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 18: Notice of termination of rental agreement.

Issue # 1: Vacant Possession of the Rented Premises

Relevant Submission

8. The landlord submitted a copy of a termination notice issued to the tenant on 27-March-2025 under Section 18: Notice of termination of rental agreement to vacate the premises on 30-June-2025 (LL#2).

Landlord's & Tenant's Positions

9. The landlord did not have a position as the termination notice was given under the authority of the *Residential Tenancies Act, 2018*. The tenant disputed the termination notice stating that the tenancy was actually a fixed term, and that the landlord did not have the authority to give the notice. The tenant's support person added that it is near impossible to secure a rental unit in the area and questioned the landlord's reasons for giving the eviction notice.

Analysis

10. The notice was served under Section 18 of the *Residential Tenancies Act, 2018* which 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.

.....

(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.

11. I do not accept the tenant's testimony that she was in a fixed term tenancy, however I do accept that the tenant was upset and frustrated and wanted a legitimate reason from the landlord as to why they want her to vacate. As the termination notice was given under Section 18 of the *Act* and is generally referred to as a no fault or without cause termination, the landlord's notice to the tenant need only state that they are relying on this section without having to provide a reason.

12. This tribunal can only review the authenticity of the termination notice and I find that the notice submitted by the landlord meets the requirements of not less than 3 months before the end of a rental period where the residential premises is rented month-to-month. The landlord's representative testified that the termination notice was given electronically by email on 27-March and the tenant confirmed receipt of the notice on that date. I find that the termination notice is a valid notice.

13. I find that the tenant should have vacated the premises on 30-June-2025.

Decision

14. The landlord's claim for an Order for vacant possession succeeds.

15. The tenant shall vacate the property immediately.

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.

17. The landlord will be awarded an Order of Possession.

September 12, 2025

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office