

## Residential Tenancies Tribunal

Application 2025-0635-NL & 2025-0665-NL

Seren Cahill  
Adjudicator

---

### Introduction

1. Hearing was held on 19-August-2025 at 9:01 am.
2. The applicant of the initial claim, [REDACTED] hereinafter referred to as the tenant, attended via teleconference.
3. The respondent of the initial claim and applicant of the counterclaim, [REDACTED], hereinafter referred to as the landlord, also attended via teleconference.

### Preliminary Matters

4. The tenant acknowledged that he was properly served notice of the landlord's application.
5. As the tenant's claim was to dispute the validity of the notice which serves as the basis for the landlord's claim, both issues may be addressed together.

### Issues before the Tribunal

6. Should the landlord's claim for an order of vacant possession succeed?

### 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 considered and referred to in this hearing are s.24 and s.34 of the *Act*, which read as follows:

#### **Notice where tenant contravenes peaceful enjoyment and reasonable privacy**

**24.** (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b), where a tenant contravenes statutory condition 7(a) set out in subsection 10(1), the landlord may give the tenant notice that the rental agreement is terminated and the tenant is required to

vacate the residential premises on a specified date not less than 5 days after the notice has been served.

(2) In addition to the requirements under section 34, a notice under this section shall

- (a) be signed by the landlord;
- (b) state the date on which the rental agreement terminates and the tenant is required to vacate the residential premises; and
- (c) be served in accordance with section 35.

### **Requirements for notices**

**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.

### **Issue 1: Vacant Possession**

9. In order to receive an order of vacant possession, a landlord must provide a valid termination notice. The landlord provided a termination notice dated 21-June-2025 (LL#1). In order to be valid, a termination notice must comply with all relevant sections of the *Act*.
10. LL#1 is in writing in the form prescribed by the minister. It contains the name and address of the recipient. It identifies the residential premises for which it is given. It states that it was issued under s. 24 of the *Act*. It therefore complies with s. 34.
11. The notice was signed by the landlord. It states the date on which the rental agreement is to terminate and the tenant is required to vacate the premises. It was served on the tenant personally in accordance with s. 35(2)(a) of the *Act*. It therefore complies with s. 24(2) of the *Act*.
12. The landlord testified that the date on the notice was in error, and it was actually signed and delivered on 21-July-2025. It gives a termination date of 26-July-2025.
13. S. 22(k) of the *Interpretation Act*, RSNL Chapter I-19 reads as follows:  
  
“where a number of days not expressed to be "clear days" is prescribed the days shall be counted exclusively of the 1st day and inclusively of the last and where the days are expressed to be "clear days" or where the term "at least" is used both the 1st day and the last shall be excluded;”

14. The phrases “not less than” has the same meaning as “at least;” they indicate a bare minimum which may be exceeded. Mathematically, both refer to a number equal to or greater than a given value, with the notation  $A \geq B$  conveying that A is equal to or greater than B, i.e., A is not less than B or A is at least B.
15. Therefore, when calculating dates in terms of the *Act*, where it states that a date must be “not less than” a certain number of days, the first day and the last must be excluded. In other words, there must be five days between the two dates. There are four days between 21-July-2025 and 26-July-2025 when counted exclusively.
16. LL#1 provides less than five days’ notice and is therefore invalid under s. 24(1).

### **Decision**

17. The termination notice LL#1 is invalid.
18. The landlord’s claim for vacant possession fails.

### **Summary of Decision**

19. The termination notice LL#1, dated 21-June-2025, is invalid.

20-August-2025  
Date

  
Seren Cahill  
Residential Tenancies Office