

Residential Tenancies Tribunal

Application 2025 No. 698NL

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 9:04 AM on 03 November 2025 via teleconference.
2. The applicant, [REDACTED], was represented at the hearing by [REDACTED] and [REDACTED], hereinafter referred to as “the landlord”. The respondent, [REDACTED], hereinafter referred to as “the tenant”, was also in attendance.

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 are sections 18 and 34 of the *Residential Tenancies Act, 2018*.

Issue 1: Vacant Possession of Rented Premises

Relevant Submissions

The Landlord's Position

6. The landlord stated that she had entered into a monthly rental agreement with the tenant on 20 December 2019, and a copy of that agreement was submitted with the landlord's application. The current rent is set at \$263.00.

7. The landlord stated that on 25 July 2025, she posted a termination notice to the tenant's door, and a copy of that notice was also submitted with her application. That notice was issued under section 18 of the *Residential Tenancies Act, 2018* and it had an effective termination date of 31 October 2025.
8. The tenant has not moved out, as required, and the landlord is seeking an order for vacant possession of the rented premises.

The Tenant's Position

9. The tenant acknowledged receiving the termination notice on 25 July 2025.
10. The tenant stated that she wished to continue residing at the rental property, and she claimed that she was making efforts to get her life back on track, and that she was looking to get her son back in her life. She testified that she has no family in [REDACTED] and claimed that if she was evicted she would have nowhere to stay.

Analysis

11. 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; and

...

(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

12. 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.
13. As the termination notice was properly served and as it meets all the requirements set out in section 18 and 34 of the *Act*, I find that it is a valid notice.

Decision

14. The landlord's claim for an order for vacant possession of the rented premises succeeds.
15. 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.

Costs

16. The landlord submitted a receipt showing that she had paid \$20.00 to file this application. As the landlord's claim has been successful, the tenant shall pay those costs to the landlord.

07 November 2025

Date



John R. Cook
Residential Tenancies Tribunal