

Residential Tenancies Tribunal

Application 2025-0707-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 16-September-2025 at 1:48 pm.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, was represented at the hearing by [REDACTED], who attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, also attended via teleconference.

Preliminary Matters

4. The tenant acknowledged they were properly served.

Issues before the Tribunal

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

Legislation and Policy

6. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act*, 2018 (the *Act*).
7. Also considered and referred to in this decision are sections 18(2), 18(9), and 34 of the *Act*, as follows:

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.

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

8. To receive an order for vacant possession, a landlord must provide a valid termination notice. To be valid, a termination notice must comply with all relevant sections of the *Act*.
9. The landlord provided a termination notice labeled LL#1. LL#1 is in writing but is not in the form prescribed by the minister. According to the *Interpretation Act*, RSNL 1990 c I-19 (the *Interpretation Act*) s. 22(f), where a form is prescribed, deviations from the form not affecting the substance nor calculated to mislead, do not invalidate the form used.
10. LL#2-LL#5 are screenshots of an SMS text message conversation between the tenant and the landlord. During this conversation the termination notice was provided (LL#3). Immediately beforehand, the landlord asks the tenant about a time for an inspection and says "Maybe we can get together over the weekend. I will send you a proper 24-hour notice so you have it for your records." They then send not a notice of entry but the termination notice. The tenant replies "Yes I can be available on the weekend." There is no mention of a termination notice in the conversation.
11. The representative of the landlord who conducted the conversation above is no longer with the company, so they were not called to testify. I have no direct evidence, therefore,

as to their state of mind. Nevertheless, I find it probable that they were attempting to mislead the tenant. The tenant testified that he did not realize he had received the termination notice until the property owner messaged him about it months later, denying him the benefit of three months' notice.

12. The form used not being in the form prescribed by the minister likely contributed to the tenant's failure to notice he had been sent such a notice. I conclude on a balance of probabilities that the representative of the landlord's use of this alternate form was calculated to mislead. It therefore is not saved by the function of s. 22(f) of the *Interpretation Act*. LL#1 is invalid under s. 34(a) of the *Act*.

Decision

13. The termination notice dated 1-April-2025 is invalid.

18-September-2025

Date



Seren Cahill
Residential Tenancies Office