

Residential Tenancies Tribunal

Application 2025-0777-NL and 2025-0884-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 20-October-2025 at 1:47 pm.
2. The applicant of the initial claim, [REDACTED], hereinafter referred to as the tenant, attended via teleconference.
3. The respondent and counter-applicant, [REDACTED], hereinafter referred to as the landlord, was represented at the hearing by [REDACTED], who also attended via teleconference.

Preliminary Matters

4. The tenant acknowledged that he was properly served.
5. The tenant applied to determine the validity of a termination notice. The landlord seeks an order of vacant possession based on the same notice. Both issues will be dealt with 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 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

9. To receive an order for vacant possession a landlord must provide a valid termination notice. The landlord submitted a termination notice labelled LL#2.

10. LL#2 is in writing but is not in the form prescribed by the minister. S. 22(f) of the *Interpretation Act*, RSNL1990 c I-19 states that where a form is prescribed, deviations from the form not affecting the substance nor calculated to mislead, do not invalidate the form used. Therefore, not being in the form prescribed by the minister does not necessarily invalidate LL#2. It contains the name and address of the recipient. It identifies the residential premises it regards. It identifies itself as being issued under s. 18 of the *Act*. LL#2 therefore complies with s. 34.

11. LL#2 was signed by the landlord. It was given 22-June-2025, which is before the first day of the relevant rental period. It states the date on which the rental agreement is to terminate and that date is 30-September-2025, which is the last date of a rental period. It

was served on the tenant by posting it to their door in accordance with s. 35(2)(c) of the *Act*. It therefore complies with s. 18(9).

12. LL#2 provides three full months' notice, as required under s. 18(2)(b).
13. LL#2 complies with all relevant sections of the *Act* and is therefore valid.

Decision

14. A valid termination notice was issued which gives a move out date of 30-September-2025. The rental agreement terminated on that date. Insofar as the tenant is still residing at the premises, they are doing so illegally.
15. The landlord's application for an order of vacant possession succeeds.
16. The landlord was successful in their claim and may therefore seek to be reimbursed for their reasonable hearing expenses. They seek the \$20.00 application fee which is granted.

Summary of Decision

17. The tenant shall vacate the premises immediately.
18. The tenant shall pay to the landlord any costs charged to the landlord, by the Office of the High Sherriff, should the landlord be required to have the Sheriff enforce the attached Order of Possession.
19. The landlord is granted an order of possession.
20. The tenant shall pay to the landlord \$20.00 in hearing expenses.

22-October-2025
Date


Seren Cahill
Residential Tenancies Office