

Residential Tenancies Tribunal

Application 2025-0847-NL and 2025-0987-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 9-January-2026 at 10:02 am.
2. The applicant, [REDACTED], hereinafter referred to as the tenant, attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the landlord, also attended via teleconference.

Procedural History

4. All parties acknowledged they were properly served.

Issues before the Tribunal

5. Is the termination notice dated 30-September-2025 valid?

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: Validity

8. A termination notice is valid if it complies with all relevant sections of the *Act*. T#1 is the termination notice in question.

9. T#1 is in writing in the form of prescribed by the minister. It contains the name and address of the recipient. It identifies the residential premises for which it was given. It states it was given under s. 18(2)(b) of the *Act*. It therefore complies with s. 34.

10. T#1 was signed by the person who issued it. It was given on 30-September-2025, which is the day before the first day of the rental period. It states the date on which the rental agreement is to terminate and that date, 31-December-2025, is the last day of a rental period. It was served on the tenant by placing it under her door, in accordance with s. 35(2)(d) of the *Act*. It therefore complies with s. 18(9) of the *Act*.

11. T#1 provides not less than 3 full months' notice, in accordance with s. 35(2)(b) of the *Act*.

Decision

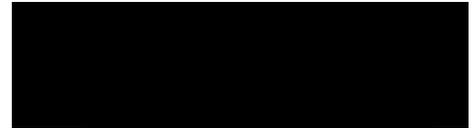
12. T#1 complies with all relevant sections of the *Act* and is therefore valid.

Summary of Decision

13. The termination notice dated 30-September-2025 is valid.

13-January-2026

Date



Seren Cahill
Residential Tenancies Office