

Residential Tenancies Tribunal

Application 2024-0942-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 25-November-2025 at 9:03 am.
2. The applicant, [REDACTED], hereinafter referred to as the tenant, attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the landlord, was represented by [REDACTED], who also attended via teleconference.

Procedural History

4. The landlord acknowledged that they were properly served.

Issues before the Tribunal

5. Is the termination notice dated 29-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 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.

(3) Notwithstanding subsections (1) and (2), where the residential premises is a site for a mobile home

(a) a tenant shall give the landlord notice that the rental agreement is terminated and the tenant intends to vacate the residential premises not less than one month before the end of a rental period; and

(b) a landlord shall give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential premises not less than 6 months before the end of a rental period.

(4) Notwithstanding paragraph (3)(b), the director may, upon hearing an application by the tenant under section 42, determine that a 6 month notice period would result in undue hardship for the tenant, and may make an order extending the notice period.

...

(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

Tenant's Position

8. The tenant submitted that the termination notice (T#1) dated 29-September-2025 was invalid because it was given without cause. In the alternative, he submits that the notice period should be extended as it would cause undue hardship, as per s. 18(4) of the *Act*.

Landlord's Position

9. The landlords submit that the termination notice is valid.

Analysis

10. To be valid, a termination notice must comply with all relevant sections of the *Act*.
11. T#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 was given. It states that it was given under s. 18(2)(b) of the *Act*. It therefore complies with s. 34 of the *Act*.
12. T#1 was signed by the person who provided it. It was given 29-September-2025, two days before the beginning of the relevant rental period. It states the date on which the rental agreement is to terminate as 31-December-2025, which is the last day of a rental period. It was served on the tenant personally in accordance with s. 35(2)(a) of the *Act*. It therefore complies with s. 18(9).
13. T#1 provides no less than three full months' notice, as required by s. 18(2)(b).
14. S. 18 of the *Act* allows for eviction without cause, so the landlord is not required to justify the eviction. S. 18(4) of the *Act* allows the director to extend the notice period required by s. 18(3)(b) in cases of undue hardship. S. 18(3)(b) applies when a landlord evicts a tenant without cause where the residential premises is a site for a mobile home. In this case the residential premises is an apartment in an apartment building, not a site for a mobile home, so s. 18(3b) and s. 18(4) have no application; they are not relevant.
15. Outside of situations where the residential premises is a site for a mobile home under s. 18(4) and situations involving a group termination under s. 28(9) of the *Act*, this tribunal is without the statutory authority to grant extensions of notice period.
16. T#1 complies with all relevant sections of the *Act* and is therefore valid.

Decision

17. The termination notice dated 29-September-2025 is valid.

2-December-2025

Date


Seren Cahill
Residential Tenancies Office