

Residential Tenancies Tribunal

Application 2025-0956-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 6-November-2025 at 1:50 pm.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, was represented at the hearing by [REDACTED], who attended by teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as the tenants, were represented at the hearing by [REDACTED], who also attended via teleconference.

Preliminary Matters

4. The tenants acknowledged they were properly served.
5. The tenant had initially made an application disputing the validity of the termination notice, 2025-0910-NL, but discontinued it before the date of the hearing.

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. The landlord submitted that they had provided a valid termination notice, that the termination date had passed, and that they are therefore entitled to an order of vacant possession. The tenant did not dispute any of this.
- 10. 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*. In the present case, the landlord provided a notice labeled LL#1.
- 11. LL#1 is written but is not in the form prescribed by the minister. However, 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 make LL#1 invalid. LL#1 contains the name and address of the recipients. It identifies the residential premises for which it was given. It states it was given under s. 18 of the *Act*. It therefore complies with s. 34.

12. LL#1 was signed by the person who provided it. It was given on 20-June-2025, which is 10 days before the beginning of the relevant rental period. It states the date on which the rental agreement is to terminate, 30-September-2025, and that date is the last day of a rental period. It was served on the tenant by courier in accordance with s. 35(2)(g) of the *Act*. It therefore complies with s. 18(9).
13. LL#1 provides not less than 3 months' notice as required by s. 18(2)(b) of the *Act*.
14. LL#1 complies with all relevant sections of the *Act* and is therefore valid.

Decision

15. The termination notice dated 20-June-2025 is valid.
16. The valid termination notice gave a move out date of 30-September-2025. The tenancy agreement ended on that date. Insofar as the tenant still occupies the premises, they are doing so illegally. The landlord's application for an order of vacant possession succeeds.

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.

13-November-2025
Date


Seren Cahill
Residential Tenancies Office