

Residential Tenancies Tribunal

Application 2025-1022-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 21-January-2026 at 9:15 am.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as the landlords, attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, did not attend.

Procedural History

4. The tenant was not present or represented at the hearing and I was unable to reach them by telephone at the start of the hearing. This Tribunal's policies concerning notice requirements and hearing attendance have been adopted from the *Rules of the Supreme Court, 1986*. According to Rule 29.05(2)(a) respondents to an application must be served with claim and notice of the hearing 10 clear days prior to the hearing date and, where the respondent fails to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondent's absence so long as they have been properly served. The landlords submitted an affidavit (LL#1) with their application stating that they had served the tenant with notice of the hearing electronically on 4-January-2026 at 9:06 am. Proof of service was also provided (LL#2). As the tenant was properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in their absence.

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 19 and 34 of the *Act*, as follows:

Notice where failure to pay rent

19. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b),

...

(b) where the residential premises is

(i) rented from month to month,

(ii) rented for a fixed term, or

(iii) a site for a mobile home, and

the amount of rent payable by a tenant is overdue for 5 days or more, the landlord may give the tenant notice that the rental agreement is terminated and that the tenant is required to vacate the residential premises on a specified date not less than 10 days after the notice is served on the tenant.

(2) Notwithstanding subsection (1), where the tenant pays the full amount of the overdue rent, including a fee under section 15, before the date specified in the notice under paragraph (1)(a) or (b), the rental agreement is not terminated and the tenant is not required to vacate the residential premises.

(3) Subsection (2) does not apply where notice is given to a tenant under paragraph (1)(a) or (b) more than twice in a 12 month period.

(4) In addition to the requirements under section 34, a notice under this section shall

(a) be signed by the landlord;

(b) state the date on which the rental agreement terminates and the tenant is required to vacate the residential premises; and

(c) 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. In order 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 copy of a termination notice (LL#3). It is written 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 is given under s. 19 of the *Act*. It therefore complies with s. 34 of the *Act*.
10. LL#3 was signed by the landlord. It states the date on which the rental agreement is to terminate. It was served on the tenant by courier service in accordance with s. 35(2)(g) of the *Act*. It therefore complies with s. 19(4).
11. LL#2 was issued on 6-October-2025. At this time, rent was overdue by more than 5 days according to the landlord's uncontradicted testimony. It gives a move out date of 17-October-2025, which is not less than 10 days later. It therefore complies with s. 19(1)(b) of the *Act*.
12. According to the rental ledger provided by the landlord (LL#4), the tenant paid the outstanding rent on the same day the notice was issued, 6-October-2025. The landlords testified that he did indeed pay the rent, though they were not certain of the exact date.
13. As the rent was paid before the termination date, s. 19(2) applies. This means the rental agreement is not terminated and the tenant is not required to vacate the residential premises.
14. S. 19(3) says that s. 19(2) does not apply when notice is given to a tenant under s. 19(1) of the *Act* more than once in a 12-month period. That is not the case here. The landlords testified that they had previously issued two termination notices (though these were not provided). One of these was issued on 14-May-2025 and was issued under s. 19(1)(b). The other was issued on 4-August-2025 and was represented to be a 3-month notice, which would be under s. 18 of the *Act*.

Summary of Decision

15. The landlord's claim for an order of vacant possession fails.

3-February-2026
Date



Seren Cahill
Residential Tenancies Office