

## Residential Tenancies Tribunal

Application 2025-1045-NL

Oksana Tkachuk  
Adjudicator

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### Introduction

1. Hearing was called at 2:00 p.m. on 2-December-2025.
2. The applicant, [REDACTED] represented by [REDACTED], hereinafter referred to as “the landlord”, attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant”, did not attend.

### Preliminary Matters

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.
5. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing via prepaid registered mail, tracking number [REDACTED] on 14-November-2025 (LL#1). In accordance with the Residential Tenancies Act, 2018 this is good service. 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.
6. The tenancy commenced on 1-August-2020 under a written fixed-term rental agreement that has been renewed on multiple occasions. The tenancy is now converted to a written month-to-month rental agreement. Rent is \$1150.00 per month and due on the first of each month. A security deposit of \$375.00 was collected on 28-July-2020 and is still in the landlord’s possession.
7. The landlord’s representative amended the application to include hearing expenses of \$40.06.

### Issues before the Tribunal

8. The landlord is seeking:
  - An Order for Vacant Possession of the rented premises;
  - Hearing expenses \$40.06.

### **Legislation and Policy**

9. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
10. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 18: Notice of termination of rental agreement and Section 12-1 of the *Residential Tenancies Policy Manual: Costs*.

### **Issue #1: Vacant Possession of the Rented Premises**

#### Landlord's Position

11. The landlord's representative testified that they issued a standard termination notice on 25-August-2025 under Section 18: *Notice of termination of rental agreement* to the tenant to vacate the premises on 30-November-2025. The landlord's representative stated that they served the tenant personally with the termination notice on 26-August-2025 and submitted a copy of the termination notice to support their claim (LL#2).

### **Analysis**

12. The notice was served under Section 18 of the *Residential Tenancies Act, 2018* which states:

#### **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.*

13. I accept the landlord's representative's testimony that the termination notice was delivered in compliance with the legislative requirements on 26-August-2025, as the tenant was not present or represented during the hearing to provide testimony. After reviewing the termination notice, I find that although the landlords incorrectly checked the box indicating a fixed-term tenancy, they nonetheless provided the tenant with the required three-month notice before the end of the rental period after notice is served where residential premises is rented month-to-month. Therefore, I find that the termination notice submitted by the landlord meets the requirements of not less than 3 months before the end of the rental period after notice is served. In accordance with the *Residential Tenancies Act, 2018* as stated above, the termination notice meets the requirements of the *Act* and is a valid notice.
14. I find that the tenant should have vacated the property by 30-November-2025.

### **Decision**

15. The landlord's claim for an order for vacant possession of the rented premises succeeds.

### **Issue #2: Hearing expenses \$40.06.**

#### Relevant Submission

16. The landlord paid \$20.00 for the application fee and \$20.06 for prepaid registered mail services and is seeking reimbursement. The landlord's representative submitted a copy of the receipts to support the claim (LL#3,4).

### **Analysis**

17. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual: Costs*, and as the landlord's claim was successful, the general claimable costs may include filing fee and costs for mail services. The landlord will be awarded \$40.06 to cover hearing expenses.

### **Decision**

18. The landlord's claim for hearing expenses succeeds in the amount of \$40.06.

### **Summary of Decision**

19. The landlord shall retain \$40.06 from the *Security Deposit* to cover *hearing expenses*.
20. The tenant shall vacate the property immediately.
21. The tenant shall pay to the landlord any costs charged to the landlord by the Office of the High Sheriff should the landlord be required to have the Sheriff enforce the attached Order of Possession.
22. The landlord will be awarded an Order of Possession.

December 5, 2025

Date

  
Oksana Tkachuk, Adjudicator  
Residential Tenancies Office