

Residential Tenancies Tribunal

Application 2025-1123-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 2:00 p.m. on 14-January-2026.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” did not attend.
4. [REDACTED], witness for the landlord was called into the hearing.

Preliminary Matters

5. The tenant was not present or represented at the hearing and I was unable to attempt to reach her 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 the claim and notice of 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 she has been properly served. The landlord submitted an affidavit with her application stating that she had the tenant served with the notice of hearing personally at the residential premises 11-December-2025 (LL#1). The affidavit was not signed or dated but was witnessed by a *Commission of Oaths* and the person who claimed to have served the document was called into the hearing as a witness and testified that he delivered the document personally on that date and he testified that he was present when the *Commission of Oath* witnessed the affidavit. I accept the testimony of the witness and 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 her absence.
6. There is a written month-to-month rental agreement which commenced on 1-July-2023. Rent is \$750.00 per month, due on the first day of each month. A security deposit of \$562.50 was paid on 1-July-2023 and is in the landlord’s possession.

Issues before the Tribunal

7. The landlord is seeking:
 - An Order for vacant possession of the rented premises.

Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
9. 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.

Issue # 1: Vacant Possession of the Rented Premises

Relevant Submission

10. The landlord submitted copies of 2 separate termination notices that were given on a *Landlord's Notice to Terminate Early – Cause* form under Section 19: Notice where failure to pay rent and under Section 18: Notice of termination of rental agreement. Both notices were served personally at the residential premises on the 6-October-2025 to vacate on 2 different dates (LL#2).

Landlord's Position

11. The landlord testified that rent is outstanding, and she issued 2 separate termination notices at the same time, one with cause for nonpayment of rent and the other a standard termination notice in the event that the tenant does not comply with the early notice for nonpayment of rent. The landlord stated that she is seeking vacant possession under Section 19 and Section 18 of the *Act*.

Analysis

12. 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.

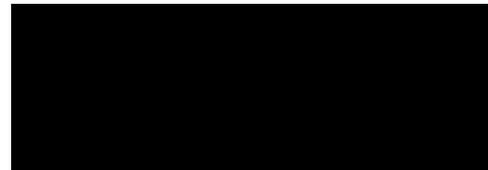
13. I accept the testimony of the witness that the termination notices were both served upon the tenant personally at the residential premises at the same time on 6-October-2025. It is important to note that legislation and case law require termination notices to be clear and unequivocal. This means that the notices must leave no doubt about the landlord's intention to terminate the tenancy and comply with all statutory requirements. Upon review of the termination notices, I find that the notices specified different termination dates, and I find that the notice served under Section 18 of the *Act* to vacate on 8-January voided out the other notice under Section 19 to vacate earlier on 18-October. For this reason, the Section 18 termination notice shall be the only notice analyzed for the purpose of this decision.

14. In accordance with Section 18 of the *Act* as stated above, the landlord is required to give the notice not less than 3 months before the end of a rental period where the residential premises is rented from month to month. The notice is dated for 6-October-2025 to vacate on 8-January -2025 (deemed to be a clerical error) and the intent was for the tenant to vacate on 8-January-2026. As the notice was less than 3 months before the end of the rental period, I find that the standard termination notice is not a valid notice.

Decision

15. The landlord's claim for an order for vacant possession of the rented premises does not succeed.

January 15 , 2026
Date



Pamela Pennell, Adjudicator
Residential Tenancies Office