

## Residential Tenancies Tribunal

Application 2026-0035-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 25-February-2026 at 9:17 am.
2. The applicant of the initial claim, [REDACTED] hereinafter referred to as the landlord, was represented at the hearing by [REDACTED], who 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 personally on 3-February-2026 at 4:25 pm. 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 vacant possession succeed?
6. Should the landlord's claim for unpaid rent 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 decision 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. 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 provisions of the *Act*.

10. The landlord provided a notice labeled LL#2. LL#2 is in writing in the form prescribed by the minister. It contains the name and address of the recipient. It identifies the residential premises it regards. It states it is given under s. 18 of the *Act*. It does mistakenly identify

itself as being issued under s. 18(2)(a) instead of s. 18(2)(b), but this is a minor error akin to a typographical mistake and of no consequence, it could not lead to any confusion. It therefore complies with s. 34 of the *Act*.

11. LL#2 was signed by the person who provided it (see LL#3). It was given on 23-September-2025, 8 days before the start of the relevant rental period. It states the date on which the rental agreement as 31-December-2025, which is the last day of a rental period. It was served on the tenant by posting it to their door in accordance with s. 35(2)(c) of the *Act*. It therefore complies with s. 18(9) of the *Act*.
12. LL#2 provides more than three full months notice, as required under s. 18(2)(b) of the *Act*.

#### Decision

13. LL#2 complies with all relevant sections of the *Act* and is therefore valid.

#### **Issue 2: Unpaid Rent**

14. The landlord claims \$1746.00 in unpaid rent (originally \$2044.00 but amended to reflect payment since received) from the months up to and including December 2025. A rental ledger was provided to clarify the payment history. I accept their uncontradicted testimony.

#### Decision

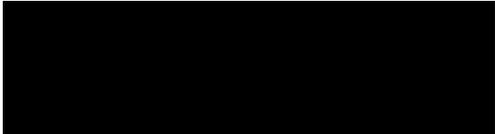
15. The tenant shall pay to the landlord \$1746.00 in unpaid rent.

#### **Summary of Decision**

16. The termination notice dated 23-September-2025 is valid.
17. The tenant shall vacate the premises immediately.
18. The tenant shall pay to the landlord \$1746.00 in unpaid rent.
19. 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.

27-February-2026

Date

  
Seren Cahill  
Residential Tenancies Office