

Residential Tenancies Tribunal

Application 2026-0036-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 28-January-2026 at 9:33 am.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, was represented at the hearing by [REDACTED], the property manager. [REDACTED] attended by teleconference.
3. The respondents, [REDACTED] hereinafter referred to as the tenant, also attended by teleconference.

Procedural History

4. The tenant acknowledged that they were properly served.

Issues before the Tribunal

5. Is the termination notice issued 23-September-2025 valid?
6. Should the landlord receive an order of vacant possession?

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: Validity

9. To be valid, a termination notice must comply with all relevant sections of the *Act*. The landlord provided a termination notice (LL#1, signed version shown in LL#2) dated 23-September-2025.

10. The termination notice 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. 18 of the *Act*. It therefore complies with s. 34 of the *Act*.

11. LL#3 was signed by the person providing it. It was served on 23-September-2025, 8 days before the first day of the relevant rental period. It states the date on which the rental agreement is to terminate, and this date is the last day of a rental period, 31-December-2025. It was served on the by posting it on their apartment door in accordance with s. 35(2)(c), and this can be seen in LL#3. The tenant suggested that the notice was tucked into the number plate on the door rather than taped to it, but this is

irrelevant. In either case it was posted in a conspicuous place on the premises. It therefore complies with s. 18(9) of the *Act*.

12. The notice provides no less than three full months notice, as required by s. 18(2)(c) of the *Act*. It complies with all relevant provisions and is therefore valid.
13. The tenant submitted that he was given no written or verbal warnings, no one ever spoke to him about the eviction, and he was given no reason for it. However, in Newfoundland and Labrador a landlord may evict a tenant without cause as long as they provide the proper notice and comply with the above noted sections. They are not required by law to give any explanation.

Decision

14. The termination notice dated 23-September-2025 is valid.

Issue 2: Vacant Possession

15. The landlord checked off “validity of termination notice” but not “premises vacated” under the remedy sought in their application. On the date of the hearing, they communicated that they wished to seek an order of vacant possession. It may be that the landlord had always intended to seek an order of vacant possession and checked off the wrong box by error. Nevertheless, this change constitutes an amendment of the remedies sought. Having reviewed the respondent documents served on the tenant, I find that nothing included necessarily implies the landlord is seeking an order of vacant possession rather than a simple validation of the termination notice.
16. Amending a remedy sought on the day of hearing presents a new kind of peril for the respondent, opening a consequence that they did not necessarily know was at stake. This inhibits their ability to adequately prepare for the hearing and therefore impugns the right of procedural fairness. I therefore refuse to amend the application to include this new remedy, and the landlord’s request for an order of vacant possession is denied on procedural grounds. For clarity, the issue has not been decided on its merits and is therefore dismissed on a “without prejudice” basis.

Summary of Decision

17. The termination notice dated 23-September-2025 is valid.

6-February-2026

Date



Seren Cahill
Residential Tenancies Office