

## Residential Tenancies Tribunal

Application 2026-0044-NL

Oksana Tkachuk  
Adjudicator

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### Introduction

1. Hearing was called at 1:55 p.m. on 11-February-2026.
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”, attended via teleconference.

### Preliminary Matters

4. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing personally on 29-January-2026 (LL#1). The tenant confirmed receiving the notice of the hearing on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service, and I proceeded with the hearing.
5. There is a written month-to-month rental agreement which commenced on 19-June-2025. Rent is \$263.00 per month and due on the first of each month. A security deposit was not collected.
6. The landlord’s representative amended the application to include hearing expenses of \$20.00.

### Issues before the Tribunal

7. The landlord is seeking:
  - An Order for Vacant Possession of the rented premises;
  - Hearing expenses \$20.00.

### 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, and Section 12-1: Costs of the *Residential Tenancies Policy Manual*.

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

### Landlord's Position

10. The landlord's representative testified that they issued a standard termination notice on 29-September-2025 under Section 18: *Notice of termination of rental agreement* to the tenant to vacate the premises on 31-December-2025 (LL#2). The landlord's representative stated that they served the tenant with the termination notice via sticking it to the door and submitted an Affidavit of service to support their claim (LL#3).

### Tenant's Position

11. The tenant agreed that they received the termination notice on 29-September-2025. The tenant stated that they wish to remain in the unit. They explained that they have distanced themselves from the people who previously influenced their behavior and that they are now sober. The tenant acknowledged that they had been facing personal challenges but indicated that they are making positive changes and doing their best to stabilize their situation. The tenant asked to continue residing in the unit.

## **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 both the landlord's representative's and the tenant's testimony that the termination notice was delivered in compliance with the legislative requirements on 29-September-2025. I acknowledge the tenant's explanation of their circumstances and their desire to remain in the unit. However, under section 18 of the *Act*, a landlord is legally entitled to terminate a month-to-month tenancy with proper notice without providing reasons. After reviewing the termination notice, I find that the landlord 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, 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 31-December-2025.

### **Decision**

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

### **Issue #2: Hearing expenses \$20.00.**

#### Relevant Submissions:

16. The landlord paid \$20.00 for the application fee and is seeking reimbursement. The landlord submitted a copy of the receipt to support the claim (LL#4).

### **Analysis**

17. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual: Costs*, general claimable costs may include the costs incurred in the preparation for the hearing.; therefore, as the landlord's claim was successful as per paragraph 15 of this Decision, the landlord will be awarded the full amount of \$20.00.

### **Decision**

18. The landlord's claim for compensation paid for the hearing expenses succeeds in the amount of \$20.00

### **Summary of Decision**

19. The tenant shall pay the landlord \$20.00 for *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.

February 20, 2026

Date

Oksana Tkachuk, Adjudicator  
Residential Tenancies Office