

Residential Tenancies Tribunal

Application 2026-0048-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 2:05 p.m. on 2-March-2026.
2. The applicant, [REDACTED], represented by [REDACTED], hereinafter referred to as “the landlord”, attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” attended in person at 149 Smallwood Drive, Mount Pearl. Also, [REDACTED] authorized representative for the tenant, attended in person.

Preliminary Matters

4. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing via pre-paid registered mail ([REDACTED]) on 29-January-2026. The tenant confirmed receipt of the document. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There is a written month-to-month rental agreement which commenced on 13-October-2023. Rent is \$149.00 per month, due on the first day of each month. A security deposit was never paid.

Issues before the Tribunal

6. The landlord is seeking:
 - An order for vacant possession of the rented premises.
 - Hearing expenses \$20.00

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*. 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. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Policy Manual*: Section 12-1: Recovery of costs.

Issue # 1: Vacant Possession of the Rented Premises

Relevant Submission

8. The landlord submitted a copy of a termination notice issued to the tenant on 17-November-2025 under Section 18: Notice of termination of rental agreement to vacate the premises on 28-February-2026 (LL#2).

Landlord's & Tenant's Positions

9. The landlord did not have a position as the termination notice was given under the authority of section 18 of the *Residential Tenancies Act, 2018*.
10. The tenant disputed that she should have to vacate her unit given that she is a victim of domestic violence and sexual assault and requires protection. The tenant stated that she has received several written warnings from the landlord stating that she was interfering with the peaceful enjoyment of other tenants in the unit with a promise that a termination notice would not follow if she complied with their requests. The tenant stated that she was both surprised and confused to receive a termination notice as she has complied with the landlords' requests to avoid eviction, only to receive a standard termination notice without cause that she cannot fight. The tenant stated that an eviction will lead to homelessness which will negatively impact her health and her sobriety. The tenant's representative expressed concern for the tenant's ability to secure housing in the short term, and she stated that homelessness will most likely result in further violence for the tenant.

Analysis

11. 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.

12. I asked the landlord's representative how the termination notice was served and she responded that it was posted to the tenant's door on 17-November. I accept the concerns of the tenant and her representative as legitimate concerns, especially homelessness and violence. However, this tribunal can only review the authenticity of the termination notice, and I find that in accordance with Section 18 of the *Act* as stated above, the notice submitted by the landlord meets the requirements of not less than 3 months before the end of a rental period where the residential premises is rented month-to-month.
13. This tribunal does not have the authority to require the landlord to provide a reason for issuing the termination notice, as the notice was served under Section 18 of the *Act*. This section permits a landlord to terminate a rental agreement without cause—commonly referred to as a "no fault" termination. In such cases, the landlord is only required to state that the termination is being made pursuant to Section 18, they are not obligated to provide any further explanation or justification.
14. I find that the termination notice dated 17-November-2025 is a valid notice.

Issue # 2: Hearing Expenses \$20.00

Analysis

15. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#3). In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, filing fees can be claimable costs. As the landlord's claim has been successful, I find that the tenant is responsible for the hearing expenses.

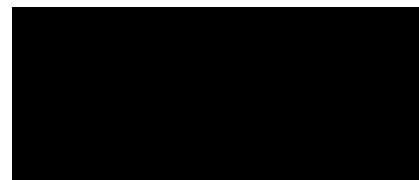
Decision

16. The landlords claim for hearing expenses succeeds in the amount of \$20.00.

Summary of Decision

17. The tenant shall pay the landlord \$20.00 for hearing expenses.
18. The landlord's claim for an Order for vacant possession succeeds.
19. The tenant shall vacate the property immediately.
20. 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.
21. The landlord will be awarded an Order of Possession.

March 10, 2026
Date



Pamela Pennell, Adjudicator
Residential Tenancies Office