

Residential Tenancies Tribunal

Application 2026-0162-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 3:02 p.m. on 9-March-2026.
2. The applicant, [REDACTED] hereinafter referred to as “the landlord”, attended by teleconference.
3. The respondent, [REDACTED] hereinafter referred to as “the tenant” attended by teleconference. The respondent, [REDACTED], hereinafter referred to as the “tenant” did not attend.

Preliminary Matters

4. The landlord submitted an affidavit with his application stating he had served the tenants with the notice of hearing personally at the residential premises on 16-February-2026. The tenant confirmed that both she and the other tenant received the documents on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There is a verbal month-to-month rental agreement which commenced on 1-January-2024. The landlord purchased the property on 21-June-2024. Rent is \$1150.00 per month, due on the first day of each month. The landlord testified that a security deposit of \$600.00 was transferred to him in the purchase of the property; however, the tenant disputed that amount and stated that they paid a security deposit of \$862 on 8-December-2023.
6. The landlord amended the application to omit late fees.

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 a copy of a termination notice issued to the tenants on 7-October-2025 under Section 18: Notice of termination of rental agreement to vacate the premises on 31-January-2026 (LL#2).

Landlord's & Tenant's Positions

11. The landlord did not have a position as the termination notice was given under the authority of the *Residential Tenancies Act, 2018*.
12. The tenant did not dispute the termination notice in any way, however she stated that she and the other tenant who is ill have been unsuccessful in securing a new unit.

Analysis

13. 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.

14. I asked the landlord how the termination notice was served and he responded that it was sent electronically via text on 7-October and served in person on 15-October. The tenant confirmed that both she and the other tenant received the termination notice. I accept the concerns of the tenant as legitimate concerns, especially homelessness. 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.

15. Section 18 of the *Act* does not require the landlord to provide a reason for issuing the termination notice. 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.

16. I find that the standard termination notice dated 7-October-2025 is a valid notice.

Decision

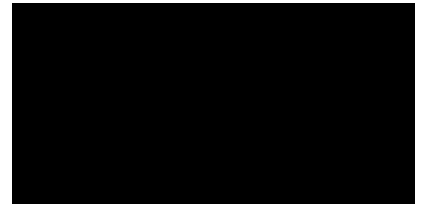
17. The landlord's claim for an Order for vacant possession succeeds.

18. The tenants shall vacate the property immediately.

19. The tenants 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.

20. The landlord will be awarded an Order of Possession.

March 12, 2026
Date



Pamela Pennell, Adjudicator
Residential Tenancies Office