

Residential Tenancies Tribunal

Application 2026-0212-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 16-April-2026 at 1:00 pm.
2. The applicant, [REDACTED] hereinafter referred to as the landlord, attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, did not attend.

Preliminary Issues

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-April-2026 at 5:00 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 an order of vacant possession succeed?

Legislation and Policy

6. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018* (the *Act*).
7. Also considered and referred to in this decision are sections 24 and 34 of the *Act*, as follows:

Notice where tenant contravenes peaceful enjoyment and reasonable privacy

24. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b), where a tenant contravenes statutory condition 7(a) set out in subsection 10(1), the landlord may give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential premises on a specified date not less than 5 days after the notice has been served.

(2) In addition to the requirements under section 34, a notice under this section shall

- (a) be signed by the landlord;
- (b) state the date on which the rental agreement terminates and the tenant is required to vacate the residential premises; and
- (c) 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

- 8. To receive an order for vacant possession, a landlord must provide a valid termination notice. For a termination notice to be valid, it must comply with all relevant provisions of the *Act*.
- 9. The landlord provided a copy of a termination notice (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 which it regards. It states it is given under s. 24 of the *Act*. It therefore complies with s. 34.
- 10. LL#2 is signed by a representative of the landlord. It states date on which the rental agreement is to terminate. It was served on the tenant by email in accordance with s. 35(2)(f) of the *Act*. It therefore complies with s. 24(2).
- 11. LL#2 was issued on 18-February-2026. It gives a move out date of 23-February-2026. Is 23-February-2026 less than 5 days after 18-February-2026?
- 12. S. 22(k) of the *Interpretation Act*, RSNL Chapter I-19 reads as follows:

“where a number of days not expressed to be "clear days" is prescribed the days shall be counted exclusively of the 1st day and inclusively of the last and where the days are expressed to be "clear days" or where the term "at least" is used both the 1st day and the last shall be excluded;”

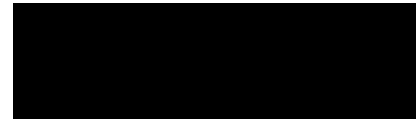
13. The phrases “not less than” has the same meaning as “at least.” They indicate a bare minimum which may be exceeded. Mathematically, both refer to a number equal to or greater than a given value, with the notation $A \geq B$ conveying that A is equal to or greater than B, i.e., A is not less than B or A is at least B.
14. Therefore, when calculating dates in terms of the *Act*, where it states that a date must be “not less than” a certain number of days, the first day and the last must be excluded. In other words, there must be five days between the two dates. There are 4 days between 18-February-2026 and 23-February-2026, counted exclusively.
15. LL#2 gives a move out date contrary to s. 24(1) of the *Act* and is therefore invalid. Even if it had been valid, the landlord provided only hearsay evidence of the tenant’s alleged violations of the rights of other tenants in the premises, a common area, or property of which they form a part.

Summary of Decision

16. The termination notice dated 18-February-2026 is invalid. The landlord’s claim for an order of vacant possession fails.

22-April-2026

Date



Seren Cahill
Residential Tenancies Office