

Residential Tenancies Tribunal

Application 2026-0248-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:49 p.m. on 4 May 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 by teleconference.

Preliminary Matters

4. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing via registered mail ([REDACTED]) on 22 April 2026 (LL#1). This is not good service, however the tenant waived service and wished to proceed. In accordance with the *Residential Tenancies Act, 2018* this is allowable.
5. There is a written month-to-month rental agreement which commenced on 1 July 2012. Rent is \$1105.00 per month, due on the first day of each month. A security deposit of \$425.00 was paid on 12 June 2012 and is in the landlord's possession.
6. The landlord amended the application to include hearing expenses.

Issues before the Tribunal

7. The landlord is seeking:
 - An order for vacant possession of the rented premises.
 - Hearing expenses \$40.06

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*. 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

9. The landlord submitted a copy of a termination notice that was given on a *Landlord's Notice to Terminate Early – Cause* form. The notice was dated 21 January 2026 under Section 18: Notice of termination of rental agreement to vacate on 30 April 2026 (LL#2).

Landlord's & Tenant's Positions

10. The landlord did not have a position as the termination notice was given under the authority of the *Residential Tenancies Act, 2018*.
11. The tenant did not dispute the termination notice in any way, however he stated that he has been unsuccessful in securing a new unit and feared what would happen to him once homeless.

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 asked the landlord's representative how the termination notice was served, and she responded that it was posted to the door on 23 January 2026. The tenant confirmed receipt of the notice on that date. 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.

14. I find that the standard termination notice dated 21 January 2026 is a valid notice.

Decision

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

Issue # 2: Hearing Expenses \$40.06

Analysis

16. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and incurred postal charges in the amount of \$20.06. The landlord submitted a copy of the receipts to support the claim (LL#3). In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, claimable costs may include the filing fee and postal charges. As the landlord's claim has been successful, I find that the tenant is responsible for the hearing expenses.

Decision

17. The landlord's claim for hearing expenses succeeds in the amount of \$40.06.

Summary of Decision

18. The standard termination notice dated 21 January 2026 is a valid notice.

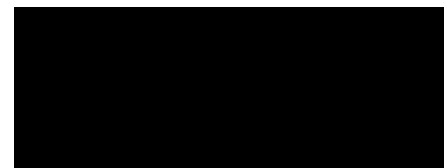
19. The landlord shall retain \$40.06 from the security deposit to cover hearing expenses.

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.

May 6, 2026
Date



Pamela Pennell, Adjudicator
Residential Tenancies Office