

## Residential Tenancies Tribunal

Application 2026-0256-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 4-May-2026 at 2:00 pm.
2. The applicant of the initial claim, [REDACTED], hereinafter referred to as the landlord, was represented at the hearing by [REDACTED] and [REDACTED], who 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 (L#1) with their application stating that they had served the tenant with notice of the hearing by prepaid registered mail on 15-April-2026 at 12:00 pm. Proof of service was also provided (L#2) 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 18(2), 18(9), and 34 of the *Act*, as follows:

**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.

**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. In order to receive an order for vacant possession, a landlord must provide a valid termination notice. To be valid, a notice must comply with all relevant provisions of the *Act*. The landlord provided a termination notice (LL#3) dated 19-January-2025.

9. LL#3 is in writing but is not in the form prescribed by the minister. In accordance with s. 22(f) of the *Interpretation Act*, RSNL 1990 c I-19, not being in the prescribed form does not render it invalid. It contains the name and address of the recipient. It identifies the

residential premises for which it was given. It states that it was given under section 18 of the *Act*. It therefore complies with s. 34.

10. The notice was signed by a representative of the landlord. It was considered served on 24-January-2026, a week before the last day of the relevant rental period. It states the date on which the rental agreement is to terminate, and this is the last date of a rental period. It was served on the tenant by prepaid registered mail in accordance with s. 35(2)(e) of the *Act*. It therefore complies with s. 18(9).
11. LL#3 gives a termination date of 30-April-2026, which is not less than 3 months after the date it was served. It therefore complies with s. 18(2).

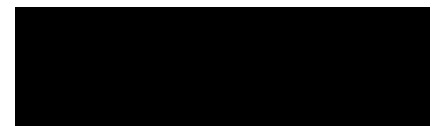
### Decision

12. LL#3 complies with all relevant provisions of the *Act* and is therefore valid.

### **Summary of Decision**

13. The landlord's application was successful and they are entitled to reasonable hearing expenses. They seek only the \$20.00 application fee, which is granted.
14. The tenant shall pay to the landlord \$20.00 in hearing expenses.
15. The valid termination notice gave a move out date of 30-April-2026. The landlord's application for an order of vacant possession succeeds.
16. The tenant shall vacate the premises immediately.
17. The tenants shall pay to the landlord any costs charged to the landlord, by the Office of the High Sherriff, should the landlord be required to have the Sheriff enforce the attached Order of Possession.
18. The termination notice dated 30-September-2025 is valid.

6-May-2026  
Date



Seren Cahill  
Residential Tenancies Office