

## Residential Tenancies Tribunal

Application 2026-0258-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 29-April-2026 at 9:05 am.
2. The applicant, [REDACTED], hereinafter referred to as the tenant, attended by teleconference alongside her authorized representative [REDACTED]
3. The respondent, [REDACTED], hereinafter referred to as the landlord, also attended by teleconference.

### Preliminary Issues

4. The landlord acknowledged he was properly served.
5. The tenant's application was made questioning the validity of a termination notice. The landlord made an application looking for vacant possession. The normal procedure would have been to set the landlord's application as a counterclaim and hear both together. However, due to human error on the part of our office, the landlord's application was not processed in time. By the time this came to light, the landlord's application could not be heard without the consent of the tenant, who declined to grant it. This decision therefore addresses only the tenant's claim for the determination of validity, not the landlord's claim for vacant possession.

### Issues before the Tribunal

6. Is the verbal termination notice valid?
7. Should the tenant's claim for a key and other repairs be granted?

### 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 (the *Act*).

9. 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: Validity**

10. The tenant testified that the landlord gave her a verbal termination notice on 1-December-2025 for 28-February-2026. The landlord testified that he provided a written termination notice and the tenant indicated she had no recollection of this.

11. Under s. 34(a) of the *Act*, a termination notice must be provided in writing. The landlord's verbal statement is therefore not a valid termination notice.

## Decision

12. The termination notice submitted by the tenant, a verbal statement made on or about 1-December-2025, is not valid. For clarity, this tribunal issues no ruling on the existence or validity of a written termination notice at this time.

## **Issue 2: Key and Other Repairs**

13. The tenant claimed on the day of the hearing for an order requiring the landlord to grant them a key to changed locks and effect repairs. This was not part of their initial application.
14. Without a formal application, this tribunal cannot address the remedies the tenant seeks. The tribunal is application driven and cannot amend to add a new cause of action on verbal request at the last moment.
15. The requirement of a remedy being named in the application is not a mere formality. It serves several important purposes. It allows the respondent served with the application to understand the extent of the issues that will be discussed on the day of and to prepare accordingly and is therefore vital to the core principle of administrative law that is procedural fairness. It also allows the tribunal to allocate resources efficiently by providing an outline of what the hearing will cover.

## Decision

16. The tenant's request for an order for repairs, including granting them a key, is dismissed without prejudice.

## **Summary of Decision**

17. The verbal termination notice dated 1-December-2025 is invalid.
18. The tenant's request for an order for repairs is dismissed without prejudice.

11-May-2026

Date



Seren Cahill  
Residential Tenancies Office