

## Residential Tenancies Tribunal

Application 2026-0316-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 1:48 p.m. on 2 July 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. The respondent, [REDACTED] hereinafter referred to as “the tenant” did not attend. [REDACTED], authorized representative for the tenants attended and translator, [REDACTED] also attended.

### Preliminary Matters

4. The landlord submitted 2 affidavits with their application stating that they had served the tenants with the notice of hearing via pre-paid registered mail on 13 May 2026. The tenant confirmed receipt of the documents on 15 May 2026. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There is a written month-to-month rental agreement which commenced on 1 October 2017. Rent is \$263.00 per month, due on the first day of each month. A security deposit was never paid.

### Issues before the Tribunal

6. The landlord is seeking:
  - An order for vacant possession of the rented premises.

### Legislation and Policy

7. 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.

## Issue # 1: Vacant Possession of the Rented Premises

### Relevant Submission

8. The landlord submitted a copy of a termination notice that was dated 10 March 2026 under Section 18: Notice of termination of rental agreement to vacate on 30 June 2026 (LL#2).

### Landlord's and Tenant's Positions

9. The landlord did not have a position as the termination notice was given under the authority of the *Residential Tenancies Act, 2018*.
10. The tenant's authorized representative didn't dispute the validity of the termination notice but wished to make a plea to the landlord given that the tenants have been unsuccessful in securing a new rental unit and given that they have been dealing with a lot of personal conflict.

### **Analysis**

11. 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.*

12. I accept that the tenants have been going through a difficult time and trying to secure a new unit has been stressful, I accept the concerns of the tenants 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.

13. This tribunal does not have the authority to require the landlord to provide a reason for issuing the termination notice, as the notice was served under Section 18 of the *Act*. 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.

14. I find that the standard termination notice dated 10 March 2026 is a valid notice.

### **Decision**

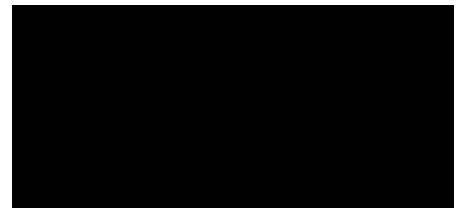
15. The landlord's claim for an Order for vacant possession succeeds.

16. The tenants shall vacate the property immediately.

17. 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.

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

July 3, 2026  
Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office