

Residential Tenancies Tribunal

Application 2026-0512-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 30-July-2026 at 9:02 am.
2. The applicant, [REDACTED] hereinafter referred to as the landlord, was represented at the hearing by [REDACTED] who attended by teleconference.
3. The respondents, [REDACTED], hereinafter referred to as the tenants, were represented at the hearing by [REDACTED], who also attended by teleconference.

Preliminary Issues

4. The tenants acknowledged they were properly served.
5. This was a month-to-month agreement, with rent set at \$1285.00/month due on the 1st of each month and a security deposit of \$825.00 which was paid on 1-April-2022.
6. The landlord originally applied for unpaid rent and late fees to be applied against the security deposit. However, on the date of hearing they indicated the outstanding balance had been paid in full.

Issues before the Tribunal

7. Should the landlord's claim for an order of vacant possession succeed?

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 19(1-4), and 34 of the *Act*, as follows:

Notice where failure to pay rent

19. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b),

(a) where the residential premises is rented from week to week and the amount of rent payable by a tenant is overdue for 3 days or more, the landlord may give the tenant notice that the rental agreement is terminated and that the tenant is required to vacate the residential premises on a specified date not less than 3 days after the notice is served on the tenant; and

(b) where the residential premises is

(i) rented from month to month,

(ii) rented for a fixed term, or

(iii) a site for a mobile home, and

the amount of rent payable by a tenant is overdue for 5 days or more, the landlord may give the tenant notice that the rental agreement is terminated and that the tenant is required to vacate the residential premises on a specified date not less than 10 days after the notice is served on the tenant.

(2) Notwithstanding subsection (1), where the tenant pays the full amount of the overdue rent, including a fee under section 15, before the date specified in the notice under paragraph (1)(a) or (b), the rental agreement is not terminated and the tenant is not required to vacate the residential premises.

(3) Subsection (2) does not apply where notice is given to a tenant under paragraph (1)(a) or (b) more than twice in a 12 month period.

(4) 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

10. 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 (L#1 page 1) dated 8-May-2026.
11. The notice is in writing in the form prescribed by the minister. 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.
12. The notice was signed by a representative of the landlord. It states the date on which the rental agreement is to terminate, 21-May-2026. It was served on the tenant by placing it on their door in accordance with s. 35(2)(c) of the *Act*. It therefore complies with s. 19(4).
13. The notice was given on 9-May-2026, at which point rent was overdue by more than 5 days. It gives a move out date of 21-May-2026, which is not less than 10 days later. It therefore complies with s. 19(1).
14. The outstanding rent was paid in full as of 20-May-2026. Normally, this would prevent the termination of the rental agreement as per s. 19(2) of the *Act*. However, the landlords testified, and the tenants did not dispute, that three previous notices under s. 19(1) had been issued in the current year (T#1 pages 2-4). All of these notices comply with all of the above criteria. S. 19(3) therefore holds that s. 19(2) does not apply, and the notice is effective to terminate the tenancy notwithstanding the fact that the rent was paid before the termination date.

Decision

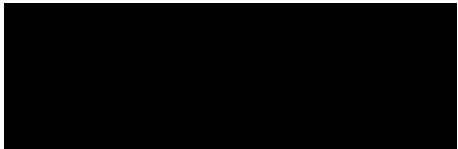
15. The termination notice dated 8-May-2026 complies with all relevant provisions of the *Act* and is therefore valid.

Summary of Decision

16. The valid termination notice gave a move out date of 21-May-2026. The landlord's application for an order of vacant possession succeeds.
17. The tenant shall vacate the premises immediately.
18. 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.

10-August-2026

Date



Seren Cahill
Residential Tenancies Office