

Residential Tenancies Tribunal

Application 2026-0513-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 10:14 a.m. on 23 July 2026. Note: Hearing was called later than scheduled due to technical reasons.
2. The applicant, [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 her application stating that she had served the tenant with the notice of hearing electronically by email on 4 June 2026 (LL#1). The tenant confirmed receipt of the document on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There is a fixed-term rental agreement which commenced on 1 February 2026. Rent is \$1400.00 per month, due on the first day of each month. A security deposit of \$1050.00 was paid on 15 January 2026 and is in the landlord’s possession.

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 subsection of the *Residential Tenancies Act, 2018* - Subsection 5 of 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 discontinuation agreement that was dated 3 March 2026 to end the tenancy on or before 3 June 2026 (LL#2).

Landlord's and Tenant's Positions

9. The landlord testified that she entered into a discontinuation agreement with the tenant on 3 March 2026 stating that the fixed term tenancy would end early by 3 June 2026 at the latest and she stated that the agreement allowed the tenant the flexibility to end the tenancy any time prior to that date. The landlord stated that the tenant responded to the electronic letter of discontinuation stating; I confirm. The landlord also stated that the tenant was viewing other units to rent and as the termination date got closer, the tenant refused to comply with the agreement. The landlord is seeking vacant possession without having to give the tenant a termination notice under Subsection 5 of Section 18 of the *Act*.
10. The tenant did not dispute that she responded to the electronic discontinuation letter from the landlord with the phrase; I confirm. However she disputed the validity of the discontinuation agreement, and she stated that she never actually signed a discontinuation agreement to end the fixed-term tenancy early. The tenant stated that she wishes to stay in the unit under the current fixed-term agreement in place.

Analysis

11. Subsection 5 of Section 18 of the *Residential Tenancies Act, 2018* states:

Notice of termination of rental agreement

18. (5) Notwithstanding subsections (1) to (3), a notice of termination is not required to be given where a landlord and a tenant agree in writing to terminate the rental agreement on a specific date.

12. I accept the tenants concerns as she felt that she never actually signed an agreement; however, while the tenant submits that she did not physically sign the discontinuation agreement, I find that her email response stating "I confirm," sent from her personal email account in direct response to the landlord's written proposal, constitutes a clear written expression of agreement. The evidence demonstrates that the tenant received the proposal, reviewed its contents, and communicated her acceptance in writing.
13. In accordance with Subsection 5 of Section 18 of the *Act* as stated above, I find that the landlord and the tenant agreed in writing to terminate the rental agreement on a specific date, and as such, the discontinuation agreement between the landlord and the tenant is a valid agreement. I find that the tenant should have vacated the premises by 3 June 2026.

Decision

14. The landlord's claim for an Order for vacant possession succeeds.
15. The tenant shall vacate the property immediately.

16. 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.

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

July 30, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office