

Residential Tenancies Tribunal

Application 2026-0561-NL

Angie Brenton
Adjudicator

Introduction

1. Hearing was held on 6 August 2026 at 1:45 pm.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, was represented at hearing by [REDACTED] who attended the hearing via teleconference.
3. The respondent, [REDACTED] hereinafter referred to the tenants attending the hearing.
4. Bonita Poole, hereinafter referred to as the witness, attended the hearing in the capacity of a supportive witness for the tenant.

Preliminary Matters

5. The landlord provided an affidavit (LL#1) stating that they served the tenants of notice of hearing on 2 July 2026 for the original hearing via preregistered mail. In accordance with the *Residential Tenancies Act, 2018* registered mail is considered served on the 5th day after it is sent and this is good service.
6. There was a month-to-month rental agreement, that commenced on 1 December 2021, with the rent set at 263.00/month due on the 1st of each month. The tenant did not pay a Security Deposit.

Issues before the Tribunal

7. The landlord is seeking:
 - Vacant Possession

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 is section 18 of the *Act*.

Issue # 1: Vacant Possession

Relevant Submission

10. The Landlord submitted into evidence a Notice of Termination (LL#2), dated 18 March 2026, with an effective termination date 30 June 2026. The landlord submitted proof that this notice was served to the tenant via pre-registered mail on 23 March 2026 (LL#3).

Landlords position

11. The landlord stated that a notice of termination was served on the tenant pursuant to section 18 of the *Act*, providing three months' notice and requiring the tenant to vacate the rental premises by 30 June 2026. The landlord stated that the tenant did not vacate the premises by that date.

Tenants Position

12. The tenant stated that she was not provided with a reason for the termination and did not wish to leave the rental unit. She testified that she had resided in the premises since 2021 and had developed strong ties to the property. The tenant described the positive relationships she had established with her neighbors and the sense of stability the tenancy had provided. She further testified that she had overcome significant personal challenges during her tenancy and had made meaningful progress in her life. The tenant expressed concern that being required to relocate would disrupt that progress and create additional hardships, particularly given the difficulties associated with securing suitable rental housing. The witness provided supporting testimony and echoed the tenant's concerns regarding the impact that relocating would have on the tenant's well-being and continued progress.

'Analysis

13. For the landlords claim for vacant possession to succeed, the termination notice must comply with s. 18 of the *Act*, as follows

Notice of termination of rental agreement

18. (1) *A tenant shall give the landlord notice that the rental agreement is terminated and the tenant intends to vacate the residential premises*

...

(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.*

...

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.*

14. The Tribunal acknowledges the tenant's circumstances and the challenges associated with relocating. However, section 18 of the Act permits a landlord to terminate a tenancy by providing the required notice without establishing a cause for the termination. The evidence before the Tribunal establishes that the landlord served the tenant with the required three months' notice via pre-registered mail on 23 March 2023. In accordance with the Act, pre-registered mail is considered served five days after it is sent. The tribunal finds that the notice of termination is a valid notice. Accordingly, the Tribunal finds that the tenant should have vacated the rental premises by 30 June 2026.

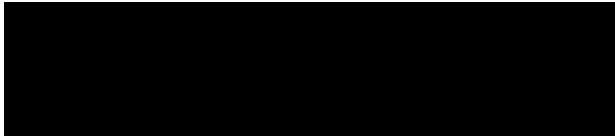
Decision

15. The landlords claim for vacant possession is successful.

Summary of Decision

- 16. The landlord's application for an order for vacant possession succeeds.
- 17. The tenant shall vacate the premises immediately.
- 18. The tenant 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.

August 28, 2026
Date



Angie Brenton, Adjudicator
Residential Tenancies Office