

Residential Tenancies Tribunal

Application 2026-0622-NL

Angie Brenton
Adjudicator

Introduction

1. Hearing was held on 18 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 as the tenant did not attend the hearing.

Preliminary Matters

4. The tenant was not present or represented at the hearing and I was unable to reach them by telephone at the start of the hearing. This Tribunal's policies concerning notice requirements and hearing attendance have been adopted from the Rules of the Supreme Court, 1986. According to Rule 29.05(2)(a) respondents to an application must be served with the claim and notice of hearing 10 clear days prior to the hearing date and, where the respondents fail to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondent's absence so long as they have been properly served.
5. The landlord provided an affidavit (LL#1) stating that they served the tenant of notice of hearing on 3 July 2026 at 1:12 pm via prepaid registered mail. The landlord provided the tracking number as proof of service. 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. The landlord did not submit a written rental agreement but provided evidence regarding the terms of the tenancy. She stated that there was a month-to-month rental agreement that commenced on 1 November 2019, the rent set at \$263/month, due on the 1st of each month. The tenant did not pay a security deposit. As the rental terms were not disputed, the Tribunal is satisfied as to the terms of the tenancy.

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 this decision are section 18 of the *Act*.

Issue # 1: Vacant Possession

Relevant Submission

10. The Landlord submitted into evidence a Notice of Termination (LL#2), dated 23 March 2026, with an effective termination date 30 June 2026 and was served via pre-registered mail. The landlord submitted a copy of the Canada Post tracking number and updates.

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 affirmed that they are seeking possession of the rental premises.

Analysis

12. To be awarded an order of vacant possession, the termination notice must be deemed valid under the *Act*. Section 19 of the *Act* states that

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.

...

(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.

13. The landlord stated that the notice of termination was sent by registered mail on March 23, 2026, and provided proof of mailing. Registered mail is deemed served five days after it is mailed. The notice of termination was signed, provided the required three months' notice, identified the last day of the rental period as the termination date, and was served in accordance with s. 35 of the Act. Accordingly, the Tribunal finds the notice to be valid and that the tenant was required to vacate the rental premises on 30 June 2026.

Decision

14. The landlords claim for vacant possession is successful.

Summary of Decision

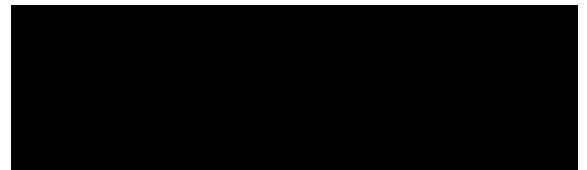
15. The landlord's application for an order for vacant possession succeeds.

16. The tenant shall vacate the premises immediately.

17. 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.

September 4, 2026

Date



Angie Brenton, Adjudicator
Residential Tenancies Office