

Residential Tenancies Tribunal

Application 2026-0637-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 2-September-2026 at 2:00 pm.
2. The applicant, [REDACTED] hereinafter referred to as the tenant, attended by teleconference.
3. The respondent, [REDACTED] hereinafter referred to as the landlord, did not attend.

Preliminary Issues

4. The landlord was not 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 claim and notice of the hearing 10 clear days prior to the hearing date and, where the respondent fails 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. The tenant submitted an affidavit (L#1) with their application stating that they had served the landlord with notice of the hearing electronically on 21-August-2026 at 1:38 pm. As the landlord was properly served, and as any further delay in these proceedings would unfairly disadvantage the tenant, I proceeded with the hearing in their absence.
5. This is a month-to-month written agreement, with rent set at \$934.00/month due on the first day of each month and a security deposit of \$700.00 which was paid on 24-October-2025.

Issues before the Tribunal

6. Is the termination notice dated 15-June-2026 valid?

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 (the *Act*).
8. Also considered and referred to in this decision are sections 24 and 34 of the *Act*, as follows:

Notice where tenant contravenes peaceful enjoyment and reasonable privacy

24. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b), where a tenant contravenes statutory condition 7(a) set out in subsection 10(1), the landlord may give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential premises on a specified date not less than 5 days after the notice has been served.

(2) 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

9. To be valid, a termination notice must comply with all relevant provisions of the *Act*.
10. The tenant provided a copy of a termination notice labeled T#4. It is written in the form prescribed by the minister. It contains the name and address of the recipients. It identifies the residential premises it regards. It states it was given under s. 24 of the *Act*. It therefore complies with s. 34.
11. T#4 is signed by a representative of the landlord. It states the date on which the rental agreement is to terminate. It was served on the tenant by posting it to his door in accordance with s. 35(2)(c) of the *Act*. It therefore complies with s. 24(2) of the *Act*.
12. L#2 was served on 15-June-2026 and gives a move out date of 20-June-2026. S. 24(1) states that the landlord may give the tenant notice to terminate the tenancy “on a

specified date not less than 5 days after the notice has been served.” In this context, is 20-June-2026 less than 5 days after 15-June-2026?

13. S. 22(k) of the *Interpretation Act*, RSNL c I-19 reads as follows:

“where a number of days not expressed to be “clear days” is prescribed the days shall be counted exclusively of the 1st day and inclusively of the last and where the days are expressed to be “clear days” or where the term “at least” is used both the 1st day and the last shall be excluded;”

14. The phrase “not less than” has the same meaning as “at least.” They indicate a bare minimum which may be exceeded. Mathematically, both refer to a number equal to or greater than a given value, with the notation $A \geq B$ conveying that A is equal to or greater than B, i.e., A is not less than B or A is at least B.
15. Therefore, when calculating dates in terms of the *Act*, where it states that a date must be “not less than” a certain number of days, the first day and the last must be excluded. In other words, there must be that number of days between the two dates. There are 4 days between 15-June-2026 and 20-June-2026, counted exclusively.
16. L#4 was not served within the timeline required by s. 24(1) of the *Act* and is therefore invalid.

Decision

17. The notice dated 15-June-2026 is invalid.

Summary of Decision

18. The notice of termination dated 15-June-2026 is invalid.

10-September-2026

Date



Seren Cahill
Residential Tenancies Office