

Residential Tenancies Tribunal

Application 2026-0744-NL
Application 2026-0759-NL

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 9:05 AM on 06 August 2026 via teleconference.
2. The applicant, [REDACTED] hereinafter referred to as “the tenant”, participated in the hearing.
3. The respondent and counter-applicant, [REDACTED] hereinafter referred to as “the landlord”, was also in attendance.

Issues before the Tribunal

4. The tenant is seeking a determination of the validity of a termination notice issued to her on 07 July 2026.
5. The landlord is seeking an order for vacant possession of the rented premises.

Legislation and Policy

6. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
7. Also, relevant and considered in this case are sections 2, 3, 20, 24 and 34 of the *Residential Tenancies Act, 2018*.

Issue 1: Validity of Termination Notice

Issue 2: Vacant Possession of Rented Premises

Relevant Submissions

8. The tenant and the landlord entered into a 6-month sublease agreement on 01 June 2026, and a copy of their written agreement was submitted with the

applications. The agreed rent was set at \$600.00 per month, due on the 1st day of each month, and the tenant had paid a security deposit of \$450.00 on 23 May 2026.

9. The relationship between the tenant and the landlord deteriorated shortly after this tenancy began, and in July 2026 the landlord issued the tenant 2 termination notices.
10. The first notice was issued on 05 July 2026. In that notice, the landlord writes that the tenant had failed to comply with the obligations and house rules outlined in their lease. According to that lease, in these circumstances, the landlord is entitled to issue the tenant a 60-day notice, and she indicates in the notice that the tenant is required to vacate on 03 September 2026.
11. The second notice was issued 2 days later, on 07 July 2026. That notice was issued under section 24 of the *Residential Tenancies Act, 2018* (notice where tenant contravenes peaceful enjoyment and reasonable privacy), and it had an effective termination date of 12 July 2026.
12. The tenant is seeking a determination of the validity of this second notice issued on 07 July 2026. The landlord is seeking an order for vacant possession of the rented premises.

Analysis

13. Neither of the notices issued to the tenant by the landlord are valid, and this was explained to the parties at the hearing.
14. Regarding the 07 July 2026 notice, section 24 of the *Residential Tenancies Act, 2018* states:

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.

15. Leaving aside the issue of whether or not the landlord was justified in issuing a termination notice for interference with peaceful enjoyment, this section of the Act requires that any such notice is to specify a termination date which is “not less than 5 days after the notice has been served”. The words “not less than”, as they are used here, mean that there have to be a full 5 clear days between the date the notice is issued and the date the tenant is required to vacate, meaning that in counting those days, you don’t count the date the notice was issued or the date the tenant has to move out. On 07 July 2026, then, the earliest date the landlord could have required the tenant to move would have been 13 July 2026. As the landlord’s notice states that the tenant has to vacate on 12 July 2026, it is invalid.
16. Where a tenant breaches their obligations, as set out in the lease, section 20 of the Act states:

Notice where material term of agreement contravened

20. (2) Notwithstanding subsection 18(2) and paragraph 18(3)(b), where a tenant contravenes a material term of a rental agreement, the landlord may give the tenant written notice of the contravention, and if the tenant fails to remedy the contravention within a reasonable time after the notice has been served, the landlord may give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential premises.

(3) Where the tenant gives a landlord notice under subsection (1) or the landlord gives a tenant notice under subsection (2) that a rental agreement is terminated, the notice shall be given

...

(b) not less than one month before the end of a rental period 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.

(4) 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.

17. And section 34 of the Act states:

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.

18. Again, leaving aside the issue of whether or not the tenant had committed a material breach of the lease, this notice also fails to meet the formal requirements set out in the Act.

19. Firstly, this notice is not in the form prescribed by the minister, as required by s. 34.(a), nor does it state the section of the Act under which the notice was issued, as required by s. 34.(d).

20. Secondly, no evidence was presented at the hearing establishing that the landlord had issued the tenant a notice of the contravention of the lease, as required by s. 20.(2).

21. And third, the termination date specified in this notice is again incorrect. A notice under this section of the Act must specify a termination date which falls on the last day of a rental period, where, according to s. 2(i), a “rental period” is “the weekly or monthly interval at which rent is payable under a rental agreement.” As the monthly interval of rent payments ran from the first of the month to the last, a termination notice under this section of the Act could only state a termination date which fell on the last day of a calendar month. As this was a 1-month notice, on 05 July 2026, the earliest the landlord could have required the tenant to vacate would have been 31 August 2026. Or she could have required her to move out on 30 September 2026, or 31 October 2026, etc. As her notice stated that the tenant was to vacate on 03 September 2026, it is invalid on this ground as well.

22. At the hearing, the landlord argued that the lease that she had entered into with the tenant granted her a contractual right to terminate the tenancy on 03 September 2026. That clause states:

Additional Clause

- *Either party may terminate the Sublease Agreement at any time for justified reasons by providing 60 days' notice to the other party.*

23. But section 3 of the Act states:

Application of Act

3. (1) Notwithstanding another Act or agreement, declaration, waiver or statement to the contrary, this Act applies where the relationship of landlord and tenant exists in respect of residential premises.

That is, notwithstanding the fact that the landlord and the tenant had entered into an agreement whereby they could purportedly terminate their agreement on 60 days' notice, for cause, as the *Residential Tenancies Act, 2018* does not contemplate such a termination notice timeframe, where such a notice does not comport with the requirements of the "for cause" sections of the Act (sections 19 through 24), it is invalid. In fact, the lease that the landlord and tenant had entered into acknowledges that point as well. It states:

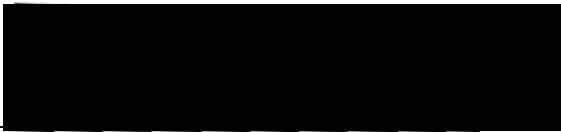
- *If there is a conflict between any provision of this Sublease and the Province of Newfoundland and Labrador (the "Act"), the Act will prevail and such provisions of the Sublease agreement will be amended or deleted as necessary in order to comply with the Act.*

Decision

24. The termination notices issued to the tenant on 05 July and 07 July 2026 are invalid.
25. The landlord's claim for an order for vacant possession of the rented premises does not succeed.

19 August 2026

Date


John R. Cook
Residential Tenancies Tribunal