

Residential Tenancies Tribunal

Application 2025-0235-NL & 2025-0264-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 14-April-2025 at 9:01 am.
2. The applicant, [REDACTED], hereinafter referred to as the tenant, attended via teleconference. [REDACTED] also appeared on her behalf.
3. The respondents and counter-applicants, [REDACTED] and [REDACTED], hereinafter referred to as the landlords, also attended via teleconference.

Preliminary Matters

4. The tenant confirmed that they received notice of the claim more than ten days in advance of the hearing date.
5. The tenant applied to challenge the validity of a termination notice and the landlords applied to seek an order of vacant possession under the same notice. As these regard the same facts, the two issues are dealt with together.

Issues before the Tribunal

6. Should the landlord's claim for an order of vacant possession succeed?

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 hearing are s.20(2-4) and s.34 of the *Act*, which read as follows:

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

- (a) not less than 7 days before the end of a rental period where the residential premises is rented from week to week; and
- (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.

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. In order to receive an order for vacant possession, a landlord must have first issued a valid termination notice. To be valid, a termination notice must comply with all relevant sections of the *Act*. The landlord provided a copy of a termination notice (LL#1 page 9) they say they provided to the tenant.
10. The termination notice is written in the form prescribed by the minister. It contains the name and address of the recipient. It identifies the residential premises for which it is given. It states that it was issued under s. 20(2) of the *Act*. It therefore complies with section 34.
11. The notice was signed by the landlord who provided it. It was given on 27-January-2025, which is not later than 1-February-2025, the first day of the rental period. It states the move out date as 28-February-2025, which is the last day of a rental period. It was served on the tenant personally in accordance with s. 35(2)(a) of the *Act*. It therefore complies with s. 20(4).
12. The notice provides not less than one full month's notice. It therefore complies with s. 20(3) of the *Act*. S. 20(2) of the *Act* which provides that where a tenant breaches a material term of the rental agreement a landlord may give a tenant written notice requiring that they comply with the term. Only where the tenant fails to comply with this notice may a termination notice be issued under s. 20(2). The landlords testified that the termination notice described above was issued solely in relation to the tenant allegedly violating the lease by keeping a dog without permission. The tenant takes the position that the notice was not sufficiently clear and did not provide an adequate timeframe.
13. The only written notice the landlord produced were screenshots from a conversation between one of the landlords and the tenant over an instant messaging application (LL#2, pages 2-5). In short, the tenant advises the landlord she has acquired a dog, the landlord asks for a picture, then refuses. She says "it's you or the dog," and "a dog of that breed would be an insurance risk for me." These messages occurred on or about 20-December-2024. On or about 26-December-2024 the landlord asks whether the tenant has made a final decision as to whether they intend to keep the dog, and the tenant replies that they will look for a new place to live.
14. The Residential Tenancies Program Policy and Procedure Guide Policy 7-004 discusses the interpretation of s. 20. It states "A breach of a material term or condition occurs when either the landlord or the tenant fails to abide by the term or condition of the rental agreement. Where a landlord or a tenant commits a material breach, the other party may give written notice of the breach and identify a reasonable time for the breach to be remedied."
15. In the present case, the landlord did not identify a time frame before issuing the termination notice. I therefore find it to be invalid.

Decision

16. The termination notice dated 20-December-2024 is invalid. The landlord's claim for an order of vacant possession fails.

25-April-2025

Date

Seren Cahill
Residential Tenancies Office