

## Residential Tenancies Tribunal

Application 2025 No. 367NL  
Application 2025 No. 431NL

Decision 25-0367-00

John R. Cook  
Adjudicator

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### Introduction

1. The hearing was called at 9:04 AM on 04 August 2025 via teleconference.
2. The applicant, [REDACTED], was represented at the hearing by [REDACTED], hereinafter referred to as "the landlord". The respondent, [REDACTED], hereinafter referred to as "the tenant", was also in attendance.

### Issues before the Tribunal

3. The landlord is seeking an order for vacant possession of the rented premises.
4. The tenant is seeking a determination of the validity of the termination notice issued to her on 16 April 2025.

### Legislation and Policy

5. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
6. Also relevant and considered in this case are sections 18 and 34 of the *Residential Tenancies Act, 2018*.

#### **Issue 1: Vacant Possession of Rented Premises**

#### **Issue 2: Determination of Validity of Termination Notice**

### Relevant Submissions

#### The Landlord's Position

7. The landlord stated that she had entered into a 1-year, fixed-term lease with the tenant in April 2024. After that lease expired, the tenancy continued to run on a month-to-month basis. The current rent is set at \$926.00 per month, and the landlord stated that a security deposit of \$372.00 was paid on 09 April 2024.
8. On 16 April 2025, the landlord issued the tenant a termination notice and a copy of that notice was submitted with her application. That notice was issued under section 18 of the *Residential Tenancies Act, 2018* and it had an effective termination date of 31 July 2025.
9. The tenant has not moved out, as required, and the landlord is seeking an order for vacant possession of the rented premises.

### The Tenant's Position

10. The tenant acknowledged receiving the termination notice.
11. The tenant stated that she did not know why the landlord was terminating their rental agreement. She stated that she had not received any complaints from the landlord or from any other residents in the complex. She claimed that she was not a bad tenant and that she had not done anything wrong to cause the landlord to end this tenancy.
12. The tenant also pointed out that she has a severe medical condition, and she claimed that this eviction is wreaking havoc on her mental health. In support of that claim, the tenant submitted a note from her doctor in which he writes that the tenant has "significant mental health and medical issues" and he urges the landlord to permit her to continue to reside at the premises for another 6 months.
13. The tenant stated that this is the 6<sup>th</sup> time the landlord has tried to evict her, and in each of the previous cases, the landlord had withdrawn the termination notice and allowed her to continue residing at the complex. She questioned why the landlord was not taking that same course of action this time around.

### **Analysis**

14. The relevant subsections of s.18 of the *Residential Tenancies Act, 2018* state:

#### ***Notice of termination of rental agreement***

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

...

***(b) not less than 3 months before the end of a rental period where the residential premises is rented from month to month; and***

...

(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*

15. Section 18 of the Act allows a landlord to terminate a rental agreement, on 3 month's notice, without having to provide reasons to either the tenant or this Board.
16. As the termination notice was properly served and as it meets all the requirements set out in section 18 and 34 of the Act, I find that it is a valid notice.

### **Decision**

17. The termination notice issued to the tenant on 16 April 2025 is a valid notice.
18. The landlord's claim for an order for vacant possession of the rented premises succeeds.
19. The tenant shall pay to the landlord any costs charged to the landlord by the Office of the High Sheriff should the landlord be required to have the Sheriff enforce the attached Order of Possession.

21 August 2025

Date

  
John R. Cook  
Residential Tenancies Tribunal