

Residential Tenancies Tribunal

Application 2025-0403-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:12 a.m. on 4-August-2025.
2. The applicant, [REDACTED], represented by [REDACTED], hereinafter referred to as “the landlord”, attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.

Preliminary Matters

4. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing via pre-paid registered mail ([REDACTED]) on 11-July-2025 (LL#1). Canada Post tracking indicates that the mail was not retrieved. In accordance with the *Residential Tenancies Act, 2018* registered mail is considered served on the 5th day after it is sent. This is good service.
5. There is a written month-to-month rental agreement which commenced on 1-September-2023. Rent is \$720.00 per month, due on the 1st day of each month. A security deposit of \$300.00 was paid on 1-September-2023.

Issues before the Tribunal

6. The landlord is seeking:
 - An order for vacant possession of the rented premises.
 - Hearing expenses \$20.00.

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*. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 18: Notice of termination of rental agreement. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Policy*: Section 12-001: Recovery of costs.

Issue # 1: Vacant Possession of the Rented Premises

Relevant Submission

8. The landlord submitted a copy of a termination notice issued to the tenant on 30-April-2025 under Section 18: Notice of termination of rental agreement to vacate the premises on 31-July-2025 (LL#2).

Landlord's & Tenant's Positions

9. The landlord did not have a position as the termination notice was given under the authority of the *Residential Tenancies Act, 2018*. The tenant did not dispute the termination notice in any way and stated that he has vacated the unit but there are others residing there. The tenant wished to warn the landlord that dangerous people are residing at the unit.

Analysis

10. The notice was served under Section 18 of the *Residential Tenancies Act, 2018* which states:

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

- (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.*

11. I find that the notice submitted by the landlord meets the requirements of not less than 3 months before the end of a rental period where the residential premises is rented month-to-month. The landlord testified that the termination notice was posted to the door of the unit on 30-April-2025 and they submitted a photograph to support the claim (LL#3).

12. As a valid termination notice was given and as the tenant did not dispute the notice, I find that the tenant and others residing at the unit should have vacated the premises on 31-July-2025.

Decision

13. The landlord's claim for an Order for vacant possession succeeds.

Issue # 2: Hearing expenses \$20.00

Analysis

14. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#4). In accordance with Section 12-001 of the *Residential Tenancies Policy Manual*, filing fees can be claimable costs. As the landlord's claim has been successful, I find that the tenant is responsible for the hearing expenses.

Decision

15. The landlord's claim for hearing expenses succeeds in the amount of \$20.00.

Summary of Decision

16. The landlord shall retain \$20.00 from the security deposit to cover the hearing expenses.

17. The landlord's claim for an order of vacant possession succeeds.

18. The tenant shall vacate the property immediately.

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.

20. The landlord will be awarded an Order of Possession.

August 7, 2025

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office