

## Residential Tenancies Tribunal

Application 2025-0482-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 1:51 p.m. on 18-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 28-July 2025 (LL#1). Canada Post tracking shows that the document was retrieved on 30-July and the tenant confirmed receipt of the document on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There is a written month-to-month rental agreement which commenced on 1-June-2000; however, the tenant had resided at the unit as an occupant since 1970. Rent is \$149.00 per month, due on the 1st day of each month. A security deposit was never paid.

### Issues before the Tribunal

6. The landlord is seeking:
  - An order for vacant possession of the rented premises.

### 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*.
8. 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.

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

### Relevant Submission

9. The landlord submitted a copy of a termination notice issued to the tenant on 25-March-2025 under Section 18: Notice of termination of rental agreement to vacate the premises on 30-June-2025 (LL#2).

### Landlord's Position

10. The landlord did not have a position as they gave the termination notice under the authority of the *Residential Tenancies Act, 2018*.

### Tenant's Position

11. The tenant did not dispute that the termination notice was a valid notice with regards to the timeframe that he was given to vacate, however he disputed that the landlord had a reason to give him a standard termination notice. The tenant questioned the landlord's reasoning and stated that he wishes to remain in the unit.

## Analysis

12. 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.*

13. I accept that the tenant was frustrated during the hearing and he wanted a legitimate reason from the landlord as to why they want him to vacate. However, as the termination notice was given under Section 18 of the *Act* and is generally referred to as a no fault or without cause termination, the landlord's notice to the tenant need only state that they are relying on this section without having to provide a reason.

14. This tribunal can only review the authenticity of the termination notice and 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's representative testified that the termination notice was posted to the tenant's door and the tenant confirmed receipt of the notice. I find that the termination notice is a valid notice.

15. I find that the tenant should have vacated the premises on 30-June-2025.

### **Decision**

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

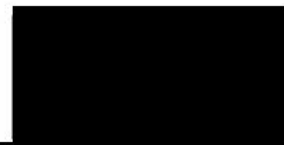
17. The tenant shall vacate the property immediately.

18. 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.

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

August 21, 2025

Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office