

Residential Tenancies Tribunal

Application 2025-0503-NL

Michael Reddy
Adjudicator

Introduction

1. The hearing was called at 9:01 AM on 22 July 2025 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, attended the hearing.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, attended the hearing.

Preliminary Matters

4. The landlord submitted an affidavit (L#1) with the application stating the tenant had been service electronic mail [REDACTED] at approximately 9:00 AM on 11 July 2025. The tenant did not dispute this service. In accordance with the *Residential Tenancies Act, 2018*, this is considered good service.
5. There is a written monthly rental agreement, effective on 31 May 2021, with rent set at \$1000.00, due on the 1st of each month. A security deposit of \$472.00 was collected around the time of occupancy and remains in the possession of the landlord.

Issues before the Tribunal

6. The landlord is seeking the following:
 - An Order of Vacant Possession of the rental premises
 - Hearing expenses of \$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 (the Act)*.

8. Also, relevant and referred to in this decision are Sections 18, 34 and 35 of the *Act*, *along with Policy 12-001 of the Residential Tenancies Program Policy*.

Issue 1: Vacant Possession of the Rental Premises

Landlord Position

9. The landlord testified the tenant was electronically served a termination notice on 28 February 2025 with a request for the tenant to vacate by 31 May 2025. Along with the application, the landlord supplied the termination notice served to the tenant under Section 18 of the *Act* (L#2). On the date of the hearing (22 July 2025), the landlord testified the tenant remains in the rental premises.

Tenant Position

10. The tenant did not dispute she was issued the Section 18 termination notice on 28 February 2025 with a request to vacate the rental premises by 31 May 2025. She testified during the hearing she was also texted that termination notice on the same day. She stated she remained in the rental premises on the date of the hearing (22 July 2025) and expressed her concerns with the lack of available rental options.

Analysis

11. 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*

.....

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

.....

12. On examination of the termination notice submitted into evidence (L#2), I find that the notice served on 28 February 2025 had a termination date of 31 May 2025. As the termination date identified on the notice is not less than 3 months before the end of the rental period and the date the tenant is required to move out, the termination notice follows the requirements of Section 18 (2)(b).
13. Section 18 (9) and 34 identify the technical requirements of the termination notice.

Section 18 (9)

In addition to the requirements under Section 34, a notice under this section shall

(a) be signed by the landlord;

- (b) be given not later than the first day of the rental period;*
- (c) state the date on which the rental agreement terminates and the tenant is required to vacate the residential premises; and*
- (d) be served in accordance with section 35.*

Section 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.*

14. On examination of the termination notice, I find all these criteria have been met. Further, as identified above, the landlord testified that the termination notice was sent to the tenant by e-mail and the tenant testified she also received the notice by text message. Both methods are identified under Section 35 (2) (f) as a valid and permissible method of service.
15. According to the reasons identified above, I find the termination notice issued by the landlord to be proper and valid. The tenant should have vacated the premises on 31 March 2025.

Decision

16. The termination notice issued by the landlord on 28 February 2025 is a valid notice.

Issue 2: Hearing Expenses

17. The landlord offered evidence of the application fee (L#3) and is seeking compensation.

Analysis

18. As the application succeeds, in accordance with Residential Tenancies Program Policy 12-001, the landlord claim for hearing expenses succeeds.

Decision

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

Summary of Decision

20. The landlord is entitled to the following:

- An Order of Vacant Possession of the rented premises.

- Hearing expenses in the amount of \$20.00
- The tenant shall also pay to the landlords any costs charged to the landlords by the Office of the High Sheriff should the landlord be required to have the Sheriff enforce the Order of Possession.

12 August 2025

Date



Michael Reddy, Adjudicator
Residential Tenancies Office