

Residential Tenancies Tribunal

Application 2025-0515-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:54 p.m. on 24-September-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. [REDACTED], legal Aid representative also attended.

Preliminary Matters

4. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing personally at the residential premises by giving it to [REDACTED] (occupant over the age of 16) on 12-September-2025 (LL#1). 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-March-2017. Rent is \$263.00 per month, due on the first day of each month. A security deposit was never paid.
6. The landlord omitted compensation for inconvenience as per the application.

Issues before the Tribunal

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

Legislation and Policy

8. 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 are the following sections of the *Residential Tenancies Act, 2018*: Section 18: Notice of termination of rental agreement, Section 29: Termination for invalid purposes and Section 35: Requirements for notices.

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 21-May-2025 under Section 18: Notice of termination of rental agreement to vacate the premises on 31-August-2025 (LL#2).

Landlord's & Tenant's Positions

10. The landlord did not have a position as the termination notice was given under the authority of the *Residential Tenancies Act, 2018*. The tenant's representative disputed first of all that his client had received the termination notice prior to 12-September and secondly, he disputed that the eviction was a no cause eviction. The tenant's representative stated that the landlord did not have the authority to give the termination notice. The tenant's representative also expressed concern for his client's ability to secure housing in the short term and stated that she will be homeless once evicted.

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

(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.

12. Subsections 2 and 5 of Section 35 of the *Residential Tenancies Act, 2018* states:

Service of Documents

35 (2) A notice or other document under this Act other than an application under section 42 shall be served by a landlord on a tenant by

(e) sending it to the tenant by prepaid registered mail or prepaid express post at an address

(i) provided by the tenant, or

(ii) where the tenant carries on business

(5) For the purpose of this section, where a notice or document is sent by registered mail or express post, it shall be considered to have been served on the fifth day after mailing, and the service may be proved by providing evidence that the notice or document was prepaid and properly addressed and sent.

13. Section 29 of the *Residential Tenancies Act, 2018* states:

Termination for invalid purposes

29 (1) A landlord shall not

- a. terminate or give notice to terminate a rental agreement; or
- b. directly or indirectly coerce, threaten, intimidate or harass a tenant or a member of a tenant's family,

in retaliation for, or for the purpose of deterring the tenant from, making or intervening in a complaint or application in relation to a residential premises.

(2) Where a tenant who is served with a notice of termination of a rental agreement believes that the landlord has contravened subsection (1), he or she may, not later than one month after receiving the notice, apply to the director under section 42 for an order declaring that the rental agreement is not terminated.

14. First of all, this tribunal was tasked with dealing with the service of the termination notice by asking the landlord's representative to show how and when they served the termination notice on the tenant. The landlord's representative responded that the termination notice was sent to the tenant's residential premises via prepaid registered mail on 21-May-2025 and she provided the *Canada Post* tracking number ([REDACTED]). Review of the tracking indicates that the mail was accepted at the [REDACTED] *Post Office* on 21-May and available for pick up on 22-May at 2:31pm. A final notice was sent to the tenant on 29-May indicating that the mail will be returned to sender if not collected within 10 days. The mail was returned to sender on 23-June as an unclaimed item. Refusing to pick up mail is a form of evading service and in accordance with Section 35 of the *Act* as stated above, I find that the landlord fulfilled their obligation to serve the document on the tenant by sending it by registered mail and I find the document to be considered served on the fifth day after mailing.
15. Secondly, I accept the concerns of the tenant and her representative as legitimate concerns, especially homelessness. However, 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 as per Section 18 stated above. This tribunal does not have the authority to require the landlord to provide a reason for issuing the termination notice, as the notice was served under Section 18 of the *Residential Tenancies Act, 2018*. Section 18 permits a landlord to terminate a rental agreement without cause—commonly referred to as a "no fault" termination. In such

cases, the landlord is only required to state that the termination is being made pursuant to Section 18; they are not obligated to provide any further explanation or justification.

16. In the event that the termination notice was given out of retaliation as the tenant's representative alluded to and in accordance with Section 29 of the *Act* as stated above, the tenant had a right to apply to the director to question the validity of the termination notice under that section of the *Act* and she has failed to do so.

17. I find that the termination notice dated 21-May-2025 is a valid notice.

Decision

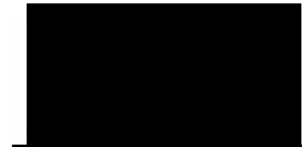
18. The landlord's claim for an Order for vacant possession succeeds.

19. The tenant shall vacate the property immediately.

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

October 2, 2025
Date



Pamela Pennell, Adjudicator
Residential Tenancies Office