

Residential Tenancies Tribunal

Application 2025-0610-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:16 a.m. on 3-September-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant”, attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.

Preliminary Matters

4. The tenant submitted an affidavit with her application stating that she had served the landlord with the notice of hearing electronically via email to; [REDACTED] on 2-July-2025 (TT#1), however the tenant stated that the date on the affidavit was incorrect and she testified that she actually sent the document on 14-August-2025. The tenant submitted proof of service (TT#2). The landlord confirmed receipt of the document. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There is a verbal month-to-month rental agreement which commenced on 1-January-2019. Rent is \$1100.00 per month, due on the 15th day of each month. A security deposit was never paid.

Issues before the Tribunal

6. The tenant is seeking:
 - Validity of termination notice
 - 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 12-1: Recovery of costs.

Issue # 1: Validity of Termination Notice

Relevant Submission

8. The tenant submitted a copy of a termination notice issued to her by the landlord on 24-June-2025 under Section 18: Notice of termination of rental agreement to vacate the premises on 24-July-2025 (TT#3).

Tenant's and Landlord's Positions

9. The tenant stated that she is questioning the validity of the standard termination notice as it only provided her 1 month notice to vacate the unit. The tenant did not dispute that he gave 1 months' notice on 24-June, however, he stated that he gave the tenant a second termination notice which he wanted to enter into evidence at the hearing.

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 did not allow the landlord to enter any exhibits into evidence that involved any notices other than the one being questioned by the tenant for the purpose of this hearing. In accordance with Section 18 of the *Act* as stated above, the landlord is required to give the notice not less than 3 months before the end of a rental period where the residential premises is rented from month to month. As the landlord failed to provide the proper 3-month notice, I find that the standard termination notice dated 24-June-2025 is not a valid notice.

Decision

12. The standard termination notice dated 24-June-2025 is not a valid notice.

Issue # 2: Hearing expenses \$20.00

Analysis

13. The tenant paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (TT#3). In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, claimable costs may include the filing fee. As the tenant's claim has been successful, I find that the landlord is responsible for the hearing expenses.

Decision

14. The tenant's claim for *hearing expenses* succeeds.

Summary of Decision

15. The landlord shall pay the tenant \$20.00 for hearing expenses.

16. The standard termination notice dated 24-June-2025 is not a valid notice.

September 12, 2025
Date



Pamela Pennell, Adjudicator
Residential Tenancies Office