

Residential Tenancies Tribunal

Application 2025-0663-NL

Michael Reddy
Adjudicator

Introduction

1. The hearing was called at 1:54 PM on 2 September 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. [REDACTED], hereinafter referred to as the tenant's representative, attended the hearing.

Preliminary Matters

4. The landlord submitted an affidavit (L#1) with the application stating the tenant had been personally served at approximately 6:00 PM on 18 August 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 verbal monthly rental agreement which started approximately 25 years ago, at which time the tenant rented Apt. C in the basement of the rental premises, which became uninhabitable. Following this, the tenant moved upstairs address. Rent is set at \$650.00 with all utilities included, due on the 1st of each month. There was no security deposit collected on the tenancy.
6. The landlord amended his application to seek hearing expenses.

Issues before the Tribunal

7. The landlord is seeking the following:
 - An Order of Vacant Possession of the rental premises

- Hearing expenses of \$50.00

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 (the Act)*.
9. 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

10. The landlord testified the tenant was personally served the Section 18 termination notice on 20 April 2025 with a request to vacate the rental premises by 20 July 2025. Along with the application, the landlord supplied the termination notice served to tenant (L#2). On the date of the hearing (2 September 2025), the landlord testified the tenant remains in the rental premises.
11. The landlord disputes the tenant's statement that he did not receive the termination notice on 20 April 2025. The landlord testified the tenant informed him he had misplaced the original termination notice issued to him on 20 April 2025. After being made aware of this, the landlord stated he wrote out a duplicate copy of the termination notice with all of the same information and gave it to the tenant.
12. The landlord testified he wished to obtain possession of the rental premises so he could move back into the property.

Tenant Position

13. The tenant's representative stated that the tenant disputes receiving the termination notice on 20 April 2025. He was told the notice was in the cupboard in the kitchen sometime towards the end of July and at that point it had gone missing. The tenant claims that the first time he was actually given a copy of the notice was in August, when he was notified of this hearing by the landlord's daughter; the document contained a copy.
14. The tenant's representative raised an additional concern in that the termination notice has a termination date that appears to have been altered using white-out, with no clear explanation.

15. The tenant's representative also expressed concerns with the lack of availability of potential rentals on the market and stated the tenant was not opposed to moving out of the rental premises once a new residence was secured.

Analysis

16. To receive an order of vacant possession, a termination notice must be determined as valid.
17. 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

.....

(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.

18. On examination of the termination notice submitted into evidence (L#2), I find that the notice served on 20 April 2025 had a termination date of 20 July 2025. The termination date identified on the notice is not the end of a rental period as the landlord testified the rental period is from the 1st of each month to the end of each month. 30 July 2025 is the end of the rental period.

Decision

19. The termination notice issued by the landlord on 20 April 2025 is not a valid notice.

Issue 2: Hearing Expenses

20. The landlord is seeking compensation for hearing expenses totaling \$50.00 for the application fee (L#3) and a payment to the city to have a document sworn.

Analysis

21. In accordance with Residential Tenancies Policy Section 12-1, hearing fees and costs associated with serving the other party with the application can be claimable costs. However, as the landlord's claim has not been successful, I find that the tenant is not responsible for the hearing expenses.

Decision

22. The landlord's claim for hearing expenses does not succeed.

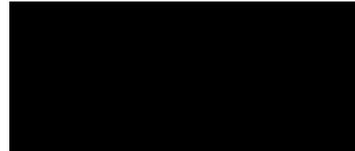
Summary of Decision

23. The termination notice dated 20 April 2025 is not a valid termination notice.

24. The landlord's claim for hearing expenses fails.

30 October 2025

Date



Michael Reddy, Adjudicator
Residential Tenancies Office