

Residential Tenancies Tribunal

Application 2025-0678-NL

Michael Reddy
Adjudicator

Introduction

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

Preliminary Matters

4. The tenant submitted an affidavit (T#1) with the application stating the landlord had been served electronically ([REDACTED]) at approximately 4:21 PM on 18 August 2025. The landlord 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 in October/November 2019, with rent set at \$950.00, due on the 1st of each month. There was a security deposit of \$475.00 collected on the tenancy paid two weeks prior to occupancy and still in possession of the landlord.
6. The tenant questioned if she could amend her application to include compensation for utilities however based on her claim she did not provide evidence in relation to utilities to the respondent or this Tribunal; this request was denied.

Issues before the Tribunal

7. The tenant is seeking validity of the termination notice issued by the landlord.

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*, as well as Policy 07-001 of the Residential Tenancies Program: *Notice of Termination*.

Issue 1: Vacant Possession of the Rental Premises

Tenant Position

10. The tenant testified she was personally served the Section 18 termination notice on 30 July 2025 with a request to vacate the rental premises by 1 November 2025. The tenant expressed her wish remain in the rental premises.

Landlord Position

11. The landlord testified he served the tenant two separate termination notices, the first under Section 19 of the *Act* which the tenant “cleared” and paid the outstanding rental arrears. Following this termination notice, the landlord stated he personally served the tenant a Section 18 to the tenant on 30 July 2025 with a request for the tenant to vacate by 1 November 2025. Since this termination notice, the landlord stated there have been no other termination notices issued to the tenant.

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

.....

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

.....

13. On examination of the termination notice submitted into evidence (L#2), I find that the notice served on 30 July 2025 had a termination date of 1 November

2025. Policy 07-001 of the Residential Tenancies Program: *Notice of Termination* states, “*Specifically under this section of the Act, the notice must be given no later than the first day of the rental period and state the date of termination which must be the last day of the rental period*”. 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. This determines that the termination notice is not a valid notice.

Decision

14. The termination notice issued by the landlord on 30 July 2025 is not a valid notice.

Summary of Decision

15. The termination notice issued to the tenant on 30 July 2025 is not a valid termination notice.

30 October 2025

Date



Michael Reddy, Adjudicator
Residential Tenancies Office