

Residential Tenancies Tribunal

Application 2025-0712-NL

Michael Reddy
Adjudicator

Introduction

1. The hearing was called at 1:47 PM on 16-September-2025 via teleconference.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as the tenants, attended by teleconference.
3. The respondent, the [REDACTED], was represented by Legal Counsel [REDACTED] ([REDACTED]), hereinafter referred to as the landlord's representative, who attended by teleconference.

Preliminary Matters

4. The tenants submitted an affidavit (T#1) with the application stating the landlord had been served electronically [REDACTED] at approximately 3:55 PM on 5-September-2025. The landlord's representative did not dispute service. In accordance with the *Residential Tenancies Act, 2018*, this is considered good service.
5. There was a one-year fixed term written rental agreement that commenced on 16-January-2025, with rent set at \$1800.00, due on the 9th of each month. A security deposit of \$1350.00 was collected on the tenancy, still in the possession of the estate. It is noted that the tenants vacated the premises on 8-September-2025.
6. The tenants amended their application to include the \$20.00 application fee.
7. During the hearing, the adjudicator considered whether to postpone the matter pending confirmation of the executorship of the estate. Upon review of the evidence, it was determined that the tribunal could proceed to decision.

Issues before the Tribunal

8. The tenants are seeking:
 - validity of the termination notice issued by the landlord; and
 - \$20.00 hearing expenses.

Legislation and Policy

9. The jurisdiction of the Director of Residential Tenancies is outlined in Sections 46 and 47 of the *Residential Tenancies Act, 2018 (the Act)*.
10. 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

Relevant Submission

11. The tenants submitted a Section 18 standard termination notice issued on 31-July-2025 with a request to vacate the rental premises by 1-November-2025 (T#2).

Tenants Position

12. The tenants testified that they had received the Section 18 standard termination notice on 31-July-2025. They testified that following the passing of their landlord, they had been approached by the landlord's representative's client and advised that she was the new landlord and they were to pay rent to her. They questioned the validity of this claim as they were not provided documentation to confirm that she was the executrix of the estate. They then received a termination notice for nonpayment of rent and notices to enter the premises. This matter previously appeared before the Residential Tenancies Tribunal and a decision rendered (reference case file #2025-0433-NL). They testified that they abided by the decision and paid rent to the estate in trust with Residential Tenancies but continued to receive notices to enter the premises. As such, they felt their peaceful enjoyment was interfered with and provided notice to the estate on 2-September-2025 and vacated the premises on 8-September-2025.

Landlord Position

13. The landlord's representative testified the landlord passed away in 2025 and the executor and trustee of the will has not been finalized to date and stated that it is in the court system. He stated he was representing the pending trustee, who wished for the tenants to be served a termination notice under Section 18 of the

Act, which he e-mailed to the tenants on 31-July-2025. The landlord's representative confirmed that a petition for probate has been submitted and accepted by the courts, but an official entity for the estate has not yet been created.

14. The landlord's representative confirmed the tenants were no longer occupants of the rental premises as they submitted a termination notice in September 2025. He stated that the tenants had no grounds for filing an early termination notice for cause, and further, that termination notice should be deemed invalid and be held in abeyance or void because it was addressed to the estate which has no legal status.

Analysis

15. Both parties raised issues with respect to the tenants vacating the premises in September-2025 following their issuance of a termination notice to the landlords representative. While these opinions are noted above, they are irrelevant to the matter at hand, which is, specifically, an application seeking the validity of a landlord's standard section 18 termination notice issued on 31-July-2025. Although the tenants vacated early, the tribunal retains jurisdiction to determine validity for record purposes.
16. The landlord's representative acknowledged that the executorship was not finalized at the hearing date. Under the Act, a "landlord" includes heirs or personal representatives only when legally appointed. As this was not established, the notice issued on behalf of an unconfirmed executrix is invalid.
17. Further to this, even if this were not the case; to be valid, a termination notice must comply with all relevant sections of the Act. 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*

.....

(c) not less than 3 months before the end of the term where the residential premises is rented for a fixed term.

.....

1. On examination of the termination notice submitted into evidence (T#2), I find that the notice served on 31 July 2025 had a termination date of 1 November 2025. Testimony and evidence from the parties determined that there was a one-year fixed term rental agreement in place beginning on 16-January-2025 with a scheduled end date of 15-January-2025. The termination date of 1-November-

2025 does not align with the end of the term and therefore fails statutory requirements.

Decision

18. The termination notice issued by the landlord on 31-July-2025 is not a valid notice.

Issue 2: Hearing Expenses \$20.00

19. The tenants provided a receipt (T#3) demonstrating payment of a \$20.00 application fee and are seeking reimbursement.

Analysis

20. In accordance with Residential Tenancies Policy Section 12-1, filing fees can be claimable costs. As the tenants' claim has been successful, I find that the landlord is responsible for the hearing expenses.

Decision

21. The tenants claim for hearing expenses succeeds in the amount of \$20.00.

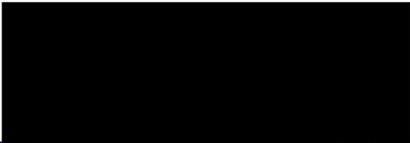
Summary of Decision

22. The notice dated 31 July 2025 is not a valid termination notice.

23. The landlord shall pay the \$20.00 hearing expenses.

13-Nov-25

Date



Michael Reddy, Adjudicator
Residential Tenancies Office