

Residential Tenancies Tribunal

Application 2025-0799-NL & 2025-1038-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:14 a.m. on 21-January-2026.
2. The applicant, [REDACTED] hereinafter referred to as “the tenant”, attended by teleconference.
3. The respondent and counter applicant, [REDACTED] represented by [REDACTED] and [REDACTED] hereinafter referred to as “the landlord” attended by teleconference.

Preliminary Matters

4. The tenant submitted an affidavit with his application stating that he had served the landlord with the notice of hearing personally at their Office on 18-November-2025 (TT#1). The landlord confirmed receipt of the document on that date. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing via pre-paid registered mail on 19-November-2025 (LL#1). The tenant confirmed receipt of the document. 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-December-2018. Rent is \$985.00 per month, due on the first day of each month. A security deposit of \$410.00 was paid in November 2018 and is in the landlord’s possession.

Issues before the Tribunal

6. The tenant is seeking:
 - Validity of the termination notice to be determined.
 - Hearing expenses \$20.00
7. The landlord is seeking:
 - An order for vacant possession of the rented premises.
 - Hearing expenses \$40.06

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*.
9. 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 and Section 29: Termination for invalid purposes. 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 Determined Vacant Possession of the Rented Premises

Relevant Submission

10. Both the landlord and the tenant submitted a copy of a termination notice issued to the tenant on 27-August-2025 under Section 18: Notice of termination of rental agreement to vacate the premises on 30-November-2025 (LL#2).

Tenant's & Landlord's Positions

11. The tenant stated that the standard termination notice was given to him out of retaliation shortly after a mix up with his rental payment for the month of August. The tenant stated that he had paid his rent, but it got lost and resulted in a termination notice been issued to him under Section 19. The tenant stated that he made a call to head office regarding the incident and later had the termination notice revoked and he stated that the standard termination notice under section 18 was given to him out of retaliation because he had informed head office of the incident.
12. The landlord's representative did not dispute that there was a mix up with the rent payment for the month of August, however she disputed that the incident had anything to do with the standard termination notice. The landlord's representative stated that tenants reach out to head office all the time which never results in termination. Other than that, the landlord did not have a position as the termination notice was given under the authority of the *Residential Tenancies Act, 2018*.

Analysis

13. 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.

14. 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.

15. I find that the standard termination notice submitted by the landlord and the tenant 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. The landlord testified that the termination notice was posted to the door on 27-August and the tenant confirmed receipt of the notice on that date. In accordance with Section 18 of the *Act* as stated above, I find that the termination notice is a valid notice with regards to the timeline, and shall be further analyzed for retaliation.

16. I accept that the tenant believes that the landlord gave the standard termination notice out of retaliation after he made contact with head office, however there is no evidence to support his claim. I accept the landlord's representative's testimony that a call to head office would not result in a termination and in accordance with Section 29 of the *Act* as stated above, I find that the tenant was unable to show that the landlord gave the notice in retaliation for, or for the purpose of deterring the tenant from making or intervening in a complaint.

Decision

17. The standard termination notice dated 27-August-2025 is a valid notice.

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

Issue # 2: Hearing Expenses

Analysis

19. The tenant paid an application fee of \$20.00 to *Residential Tenancies* and he is seeking to be reimbursed, and he submitted a copy of the receipt to support the claim (TT#2). The landlord is also seeking to be reimbursed for the filing fee of \$20.00 and the postal charges of \$20.06. The landlord submitted a copy of the receipts to support the claim (LL#3).
20. In accordance with Section 12-1 of the *Residential Tenancies Policy*, filing fees can be claimable costs and as the landlord has been successful in their claim, I find that the tenant is responsible for the hearing expenses.

Decision

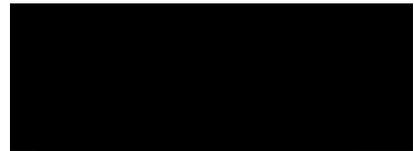
21. The tenant's claim for hearing expenses does not succeed.
22. The landlord's claim for hearing expenses succeeds in the amount of \$40.06.

Summary of Decision

23. The landlord shall retain \$40.06 from the security deposit to cover hearing expenses.
24. The standard termination notice dated 27-August-2025 is a valid notice.
25. The tenant shall vacate the property immediately.
26. 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.
27. The landlord will be awarded an Order of Possession.

January 26, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office