

Residential Tenancies Tribunal

Application 2025-0828-NL

Michael Reddy
Adjudicator

Introduction

1. The hearing was called at 9:01 AM on 24-October-2025 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as the tenant, attended the hearing.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as the landlords, attended the hearing.

Preliminary Matters

4. The tenant submitted an affidavit (T#1) with the application stating the landlords had been served electronically ([REDACTED]) at approximately 12:57 PM on 24-September-2025. Additionally, the landlords had been served two separate notices of re-scheduled hearing (T#2 & T#3). The landlords did not dispute service. In accordance with the *Residential Tenancies Act*, (the *Act*) 2018, this is considered good service.
5. There is a verbal monthly rental agreement which commenced in December-2012, with rent set at \$825.00, due on the 1st of each month. There was a security deposit of \$450.00 paid to the previous landlord of the property, paid in December-2012 and still in possession of the landlords.

Issues before the Tribunal

6. The tenant is questioning the validity of a termination notice and requesting hearing expenses.

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 (the Act)*.
8. Also, relevant and referred to in this decision are Sections 18, 29, 34 and 35 of the *Act, along with Policies 07-008 and 12-001 of the Residential Tenancies Program Policy*.

Issue 1: Validity of Termination Notice

Tenant Position

9. The tenant testified he had taken occupancy of the rental premises under a different landlord in 2012. He stated he had been issued a landlord's notice to terminate - standard by the current landlords on 1-September-2025 (T#4) both by electronic mail and by it being placed in front of the entry way to the basement apartment.
10. The tenant stated on 14-July-2025, the previous landlord had issued him notification (T#5) that the rental premises was being sold to new owners and the new owners were seeking a rental increase. The tenant testified this notice also indicated if he was unwilling to assume this rental increase, the previous landlord advised this served as a 3-month termination notice.
11. The tenant testified on 29-July-2025, the previous landlord had issued him an additional notice (T#6) that the rental premises had sold, and as part of this agreement the new owners would increase the rental amount to \$1400 per month starting 1-September-2025. It stated that if he was willing to assume the rental increase, the previous termination notice (T#5) "does not apply".
12. The tenant stated on 1-September-2025 he had met with the new landlords and their real estate agent to discuss his willingness to assume the rental increase and continue occupancy, provided he was issued a 6 month notice for a rental increase as required by law. The tenant testified when he requested this 6-month notice, the landlord's real estate agent informed him the rental increase would be effective immediately, and if he did not accept he would get a notice. Later that same day he received a 3-month termination notice with a request for him to vacate by 30-November-2025.
13. The tenant expressed his frustration as he stated he was willing to assume the rental increase provided that he was given 6 months' notice as required. He was of the opinion he was not treated fairly as per the *Act*.

Landlord Position

- 14. The landlords testified they obtained ownership of the rental premises on 14-August-2025 and they did not issue the tenant a rental agreement. The landlords testified they personally issued the tenant a termination notice and by electronic mail on 1-September-2025.
- 15. The landlords confirmed that they met with the tenant on 1-September-2025. The landlords stated that they didn't say anything about the rent, and that they talked about the termination notice because the previous landlord told them that he had already given the tenant a termination notice but they didn't see it. They testified they issued the tenant the three-month termination notice after he informed them that the previous landlords' notices were invalid, as they are planning to move into their property.

Analysis

- 16. This decision will determine the validity of the termination notice issued on 1-September-2025, not those issued by the previous landlord dated 14-July-2025 and 29-July-2025. That said, Policy 07-008: *Sale of Rental Property* of the Residential Tenancies Program must be considered in this analysis as "*Where a landlord is replaced by new landlord the existing rental agreement remains in place.*"
- 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

.....

- 18. On examination of the termination notice submitted into evidence (T#4), I find that the notice served on 1-September-2025 had a termination date of 30-November-2025. As the termination date identified on the notice is not less than 3 months before the end of a rental period and the date the tenant is required to move out, the termination notice follows the requirements of Section 18(2)(b).
- 19. Section 18 (9) and 34 identify the technical requirements of the termination notice.

Section 18 (9)

In addition to the requirements under Section 34, a notice under this section shall

- (a) be signed by the landlord;*
- (b) be given not later than the first day of the rental period;*
- (c) state the date on which the rental agreement terminates and the tenant is required to vacate the residential premises; and*
- (d) be served in accordance with section 35.*

Section 34

A notice under this Act shall

- (a) be in writing in the form prescribed by the minister;*
- (b) contain the name and address of the recipient;*
- (c) identify the residential premises for which the notice is given; and*
- (d) state the section of this Act under which the notice is given.*

20. On examination of the termination notice, I find all these criteria have been met. Further, as identified above, testimony confirmed that the termination notice was given to the tenant using valid and permissible methods of service under Section 35.
21. The remaining issue is whether the termination notice was issued for an invalid purpose under Section 29, as alleged by the tenant. The tenant testified that prior notices from the previous landlord indicated a rent increase effective 1-September-2025, and that refusal would result in termination. The tenant stated he was willing to accept the increase provided he received the required six-month notice under the Act. He further testified that he met with the new landlords and their real estate agent on 1-September-2025 to discuss this.
22. The landlords acknowledged meeting with the tenant but denied discussing rent. They testified that they intended to move into the property and issued the termination notice after the tenant advised them the previous notices were invalid.
23. Section 29 of the *Act* states:

Termination for invalid purpose

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 property.

(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 received the notice, apply to the direction under section 42 for an order declaring that the rental agreement is not terminated.

24. There was no dispute between either party that a meeting was held on 1-September-2025, following which, the new owners issued a standard termination notice without cause on the same day. I also note that the tenant made application to Residential Tenancies within the 1-month period as stipulated above.
25. In *Barnum v Parker, 2014 ONSC 1805*, the Ontario Superior Court interpreted a similar provision, stating the key question is whether the tenant attempted to enforce legal rights and whether that caused the landlord to issue the notice—“a simple proposition of cause and effect.” Here, the tenant asserted his right to proper notice for a rent increase.
26. Considering all evidence, I find it likely that the landlords were prepared to continue the tenancy if the tenant accepted the rent increase effective 1-September-2025. When the tenant insisted on receiving the six-month notice required by law, the landlords issued a termination notice within hours. On the balance of probabilities, I conclude the termination notice was issued for an invalid purpose under Section 29.

Decision

27. The termination notice issued by the landlords on 1-September-2025 is not a valid notice.

Issue 2: Hearing Expenses

28. The tenant offered evidence of the application fee (T#7) and is seeking compensation. As his application has been successful, in accordance with Residential Tenancies Program Policy 12-001, the tenant’s claim for hearing expenses succeeds.

Decision

29. The tenant claim for \$20.00 hearing expenses succeeds.

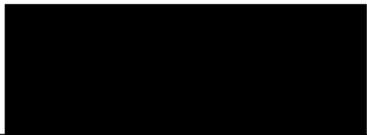
Summary of Decision

30. The termination notice issued by the landlords dated 1-September-2025 is invalid.

31. The landlords will pay to the tenant \$20.00 for hearing expenses.

27-November-2025

Date



Michael Reddy, Adjudicator
Residential Tenancies Office