

Residential Tenancies Tribunal

Application 2025-0925-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 1:56 p.m. on 20-November-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant”, attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the landlord”, attended via teleconference.

Preliminary Matters

4. The tenant submitted an affidavit with their application stating that they had served the landlord with the notice of hearing electronically via e-mail on 17-October-2025 (TT#1). The landlord confirmed receiving the notice of the hearing however was not sure about the date. As the tenant submitted a proof of service showing the date of service (TT#2), I accept that the notice of the hearing was sent on 15-October-2025. In accordance with the *Residential Tenancies Act, 2018* this is good service, I proceeded with the hearing.
5. There is a month-to-month rental agreement which commenced on 1-May-2025. Rent is \$550.00 per month due on 1st of each month. A security deposit of \$350.00 was collected on 28-April-2025 and is still in the landlord’s possession.
6. The tenant amended their application to include hearing expenses of \$20.00.

Issues before the Tribunal

7. The tenant is seeking:
 - Validity of termination notice; and
 - Hearing expenses \$20.00.

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*.

9. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Act*, Section 18: Standard termination notice, Section 29: Termination for invalid purpose, and following section of the *Residential Tenancies Policy 12-1: Costs*.

Issue # 1: Validity of the termination notice

Relevant Submissions:

10. The tenant submitted a copy of termination notice as follows:
- under Section 18: *Standard termination notice* issued on 3-September-2025 to vacate on 3-December-2025 (TT#3).

Tenants' Position:

11. The tenant stated that during the months of June till August they asked for certain things to be repaired in the unit; however, the landlord failed to address them at that time. The tenant also explained that in June, they received an email from the landlord indicating that the rent would be increased effective September. The tenant stated that on 3-September they submitted a written request for repairs in washroom, as there was mold present, they asked the landlord to fix the dryer and address her concern about improper rent increase. The tenant stated that they understood the law requires six months' notice for any rent increase and that they raised this concern with the landlord by email, which they submitted as evidence to support their claim (TT#4).
12. The tenant explained that, on the same date, shortly after sending the email regarding the rent increase and repairs, they received a termination notice from the landlord. The tenant stated that they believe this notice was issued in retaliation for their complaints. The tenant disputed the validity of a termination notice.
13. The tenant added that the landlord failed to provide proper notice before entering the premises on several occasions and stated that they believe these actions violated their privacy. The tenant explained that on multiple occasions, individuals entered the unit without giving at least 24 hours' notice. The tenant confirmed that they discovered personal belongings, including clothing, had been moved without consent.

Landlords' Position:

14. The landlord stated that the termination notice was not related to the tenant's repair requests. The landlord stated that they addressed the repair issues raised by the tenant and confirmed that all necessary repairs have now been completed. The landlord also explained that they believe they properly informed the tenant about contractors entering the premises and coming and going to complete the repairs.
15. The landlord explained that according to the Residential Tenancies Act, they can issue a termination notice without providing a reason, requiring the tenant to vacate the premises within three months.

Analysis

16. The tenant stated that they believe the termination notice was issued in retaliation for complaints they made about rental increase and repairs needed in the rental unit. After reviewing the tenant's application, I note that the application was submitted to this tribunal on 4-October-2025. Under Section 29(2) of the *Residential Tenancies Act*, a tenant who

believes that a termination notice was issued in retaliation must apply to the Director not later than one month after receiving the notice. As the timeline set out in Section 29 was not followed, the validity of the termination notice will not be analyzed under the grounds of retaliation.

17. Section 18(2)(b) of the *Residential Tenancies Act, 2018* 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;

18. I accept the testimony of both parties that the landlord issued a Standard termination notice on 3-September, and that the termination notice was properly served and received by the tenant on the same date.
19. According to the rental agreement submitted by the tenant, rent was due on the 1st of each month, and the rental period began on the 1st of the month. Under Section 18 of the *Act*, a Standard termination notice must be issued not less than three months before the end of a rental period. The landlord issued the termination notice on 3-September, requiring the tenant to vacate on 3-December. As the new rental period began on 1-December, the notice did not provide the tenant with three clear months before the end of a rental period. Therefore, the notice does not comply with Section 18 of the *Act* and is therefore invalid.

Decision

20. The termination notice issued on 3-September-2025 is not a valid termination notice.

Issue # 2: Hearing expenses \$20.00.

Relevant Submission

21. The tenant paid \$20.00 for the application fee and is seeking reimbursement. The tenant submitted a copy of the receipt to support the claim (TT#5).

Analysis

22. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual: Costs*, and as the landlord's termination notice was determined to be invalid as per paragraph 20, I find that the tenant shall be awarded with \$20.00 filing fee.

Decision

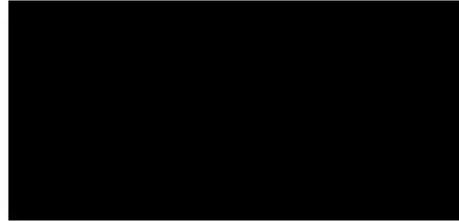
23. The tenant's claim for hearing expenses succeeds in the amount of \$20.00.

Summary of Decision

24. The termination notice issued on 3-September-2025 is not a valid termination notice.
25. The landlord shall compensate the tenant \$20.00 to cover *hearing expenses*.

November 24, 2025

Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office