

Residential Tenancies Tribunal

Application 2025-1008-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:48 p.m. on 20-January-2026.
2. The applicant, [REDACTED] hereinafter referred to as “the landlord” attended by teleconference. [REDACTED] authorized representative for the landlord attended by teleconference.
3. The respondents, [REDACTED] (tenant 1) and [REDACTED] (tenant 2), hereinafter referred to as “the tenants” attended by teleconference.
4. The application was unmarked from file 2025-0869-NL.

Preliminary Matters

5. The landlord submitted an affidavit with his application stating that he had served tenant 2 with the Notice of Hearing electronically by email on 6-January-2026 (LL#1). Tenant 2 confirmed receipt of the document on that date. The landlord testified that he had served tenant 1 also electronically by email at the same time and provided proof of service (LL#2). Tenant 1 did not dispute that the correct email address was used, however he disputed that he received the email. In accordance with the *Residential Tenancies Act 2018*, this is good service.
6. There was a written month-to-month rental agreement that commenced on 1-September-2025 with a previous landlord. The property was sold on 29-September-2025. Rent is \$2100.00 per month, due on the 1st day of each month. A security deposit was never paid.

Issues before the Tribunal

7. The landlord is seeking:
 - Validity of termination notice
 - 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 is the following section of the *Residential Tenancies Act, 2018*: Section 19: Notice where failure to pay rent. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Policy Manuel*: Section 12-1: Recovery of costs.

Issue # 1: Validity of Termination Notice

Relevant Submission

10. The landlord submitted a copy of a termination notice given on a *Landlord's Notice to Terminate Early – Cause* form under Section 19: Notice where failure to pay rent. The notice was dated for the 5-December-2025 to vacate on 15-December-2025 (LL#3).

Landlord's and Tenant's Positions

11. The landlord's authorized representative who is also the *Property Manager* testified that rent was outstanding when the landlord gave the termination notice on 5-December and was still outstanding on the date of termination on 15-December. The landlord did not submit a rental ledger, however testified that rent was paid in advance on 24-August-2025 in the amount of \$6250.00 for the first 3 months (which was short by \$50.00), and she stated that no monies have been paid since that date.
12. The tenants did not dispute that they paid \$6250.00 for rent in advance on 24-August to the previous landlord, nor did they dispute that they have not paid any additional rent since that time. Tenant 1 stated that they did not know who the new landlord was and did not know who to pay.

Analysis

13. Section 19 of the *Residential Tenancies Act, 2018* states:

Notice where failure to pay rent

19. (1) *Notwithstanding subsection 18(2) and paragraph 18(3)(b),*

(b) where the residential premises is

- i. rented from **month to month**,*
- ii. rented for a fixed term, or*
- iii. a site for a mobile home, and*

*the amount of rent payable by a tenant is **overdue for 5 days or more**, the landlord may give the tenant notice that the rental agreement is terminated and that the tenant is required to vacate the residential premises on a specified date not less than 10 days after the notice is served on the tenant.*

(2) Notwithstanding subsection (1), where the tenant pays the full amount of the overdue rent, including a fee under section 15, before the date specified in the notice under paragraph (1)(a) or (b), the rental agreement is not terminated and the tenant is not required to vacate the residential premises.

(3) *Subsection (2) does not apply where notice is given to a tenant under paragraph (1)(a) or (b) more than twice in a 12 month period.*

(4) *In addition to the requirements under section 34, a notice under this section shall*

- a. *be signed by the landlord;*
- b. *state the date on which the rental agreement terminates and the tenant is required to vacate the residential premises; and*
- c. *be served in accordance with section 35.*

14. I do not accept the tenant's testimony that they did not know who to pay rent to and I find that rent is required to be paid under a rental agreement, by a tenant to a landlord before or during the use or occupancy of a residential premises. The tenants did not dispute receiving the termination notice on 5-December and I find that the tenants were in rent arrears in excess of the 5 days when the termination notice was served. However, the date of termination as stated on the notice for 15-December is less than 10 days after the notice was served which contravenes Section 19 of the *Residential Tenancies Act, 2018* as stated above.

15. I find that the termination notice does not meet the requirements of the *Act* and as such is not a valid notice.

Decision

16. The termination notice with cause issued to the tenants dated 5-December-2025 is not a valid notice.

Issue # 2: Hearing Expenses \$20.00

Analysis

17. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#4). In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, filing fees can be claimable costs. As the landlord's claim has not been successful, I find that the tenants are not responsible for the hearing expenses.

Decision

18. The landlord's claim for hearing expenses does not succeed.

Summary of Decision

19. The landlords claim for hearing expenses does not succeed.

20. The termination notice with cause dated 5-December-2025 is not a valid notice.

January 27, 2026
Date



Pamela Pennell, Adjudicator
Residential Tenancies Office