

Residential Tenancies Tribunal

Application 2025-1069-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:48 p.m. on 5-January-2026.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant”, did not attend. [REDACTED] authorized representative for the tenant attended by teleconference (TT#1).
3. The respondent, [REDACTED] (landlord 1), hereinafter referred to as “the landlord” attended by teleconference. The respondent, [REDACTED] (landlord 2), hereinafter referred to as “the landlord” did not attend. [REDACTED] support person for the landlords attended.

Preliminary Matters

4. There was a written month to month rental agreement with the original landlord that commenced approximately 16 -17 years ago. The property was sold, and new buyers / landlords took over the tenancy effective 30-October-2025. Rent is \$750.00 per month, due on the first day of each month. A security deposit was never paid.
5. The tenant submitted a copy of an affidavit stating that she had the landlords served with the notice of hearing electronically by email on 14-December-2025 (TT#2). Landlord 1 confirmed that both he and the co-owner of the premises received the documents on that date. In accordance with the *Residential Tenancies Act, 2018*, this is good service.

Issues before the Tribunal

6. The tenant is seeking:
 - A determination of the validity of a termination notice.

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*.

8. 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 purpose.

Issue # 1: Validity of Termination Notice

Relevant Submission

9. The tenant submitted a copy of a termination notice issued to her on 2-November-2025 to vacate on 2-February-2026 under Section 18 of the *Residential Tenancies Act, 2018* (TT#3).

Tenant's and Landlord's Positions

10. The tenant's representative stated that the termination notice was given out of retaliation when the tenant refused to accept a rent increase from the new landlords. The tenant's representative stated that the new landlords took over the tenancy on 30-October-2025 and wished to sign a new rental agreement with the tenant whereby rent would increase from \$750.00 to \$950.00 per month effective 1-November-2025. The tenant's representative stated that when the tenant refused to accept a rent increase and advised the new owners of the rules surrounding rent increases, she received an eviction notice 2 days later on 2-November-2025.
11. The tenant's representative testified that he called the landlords on behalf of the tenant on 1-November-2025 to have a discussion regarding the tenant's right to receive a 6 month notice for a rental increase and to advise the landlords that the tenant will not be paying the increase. The tenant's representative stated that the landlords gave the tenant a standard termination notice the following day on 2-November out of retaliation for not agreeing to the rent increase. The tenant's representative added that on 28-November he sent a text message to the landlords asking if the tenant could stay in her unit if she agreed to pay the rent increase for December, and the tenant's representative stated that the landlords responded that she could. The tenant submitted a copy of the text message to support the claim (TT#4) and stated that the text shows that the notice was given out of retaliation.
12. Landlord 1 disputed that they gave a standard termination notice out of retaliation and he stated that they gave the notice only because they wished to occupy the unit themselves as the new owners. Landlord 1 stated that they had a conversation with the tenant regarding shared utilities but never spoke to the tenant with regards to a rent increase. Landlord 1 stated that they wished to enter into a new rental agreement with the tenant to relocate to a room in Apartment A located on the same premises.

Analysis

13. The relevant subsections of Section 18 of the *Residential Tenancies Act, 2018* state:

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

(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. However, section 29 of the *Residential Tenancies Act, 2018* also 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 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, no 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. In accordance with Section 18 of the *Act* as stated above, I find that the landlords did not meet the requirements of the *Act* when issuing the termination notice from a timeline perspective, as the termination notice was given 1 day after the rental period commenced and ran into a new rental period. I find that the standard termination notice is not a valid notice.

16. With regards to retaliation, and in accordance with Section 29 of the *Act* as stated above, I find that as the tenant made application to *Residential Tenancies* within the 1-month period as required, and as such, the termination notice shall be analyzed for retaliation.

17. I accept the testimony of the tenant's representative, and the exhibit entered into evidence which supports the tenant's claim that the standard termination notice was given out of retaliation for not accepting a rent increase. I do not accept the landlord's testimony that they did not want to increase the rent and that they only gave the termination notice so they could occupy the space.

18. I find that the landlords contravened Sections 18 and 29 of the *Residential Tenancies Act, 2018*, and as such, I find that the termination notice is not a valid notice.

Decision

19. The termination notice issued on 2-November-2025 to vacate on 2-February-2026 under Section 18 of the *Act* is not a valid notice.

Issue #2: Reinstatement of the Landlord's Right to Terminate

20. Despite my finding that the termination notice issued to the tenant on 2-November-2025 was given for an invalid purpose, as contemplated under Section 29 of the *Act*, it has to be recognized that landlords in this province do have the right to terminate tenancies, as outlined in Section 18, without having to provide reasons to either the tenant or this Tribunal.

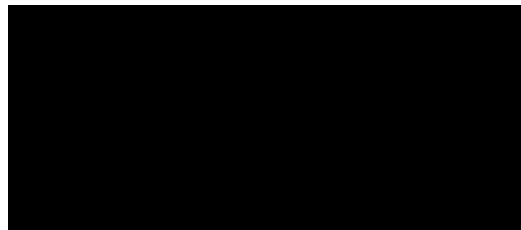
21. Tenants in this province do not have a right to security of tenure and Section 29 of the *Act* ought not to be utilized as a means to gain such security. However, it would seem to be for an equally invalid purpose if the landlord were to issue another Section 18 notice to the tenant, say, the day after this decision was released (or 2 days after, etc.). Some balance must be struck. I find in accordance with Section 47(1)(p) that it is appropriate that there be a “cooling off” period and I therefore order that the landlords are prohibited from issuing the tenant another termination notice under Section 18 of the *Act* until 01-April-2026, at which point they are once again authorized to exercise their right. This prohibition has no effect on the landlord’s right to issue a termination notice for cause, as indicated in Sections 19 through 24 of the *Act*.

Summary of Decision:

22. The standard termination notice issued on 2-November-2025 is not a valid notice.

23. The landlords are prohibited from issuing to the tenant a termination notice under Section 18 of the *Residential Tenancies Act, 2018* before 1-April-2026.

January 9, 2026
Date



Pamela Pennell, Adjudicator
Residential Tenancies Office