

Residential Tenancies Tribunal

Application 2026-0046-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:04 a.m. on 9-February-2026.
2. The applicant, [REDACTED] hereinafter referred to as “the tenant”, attended by teleconference. [REDACTED], authorized representative for the tenant attended by teleconference.
3. The respondent, [REDACTED] hereinafter referred to as “the landlord” attended by teleconference.

Preliminary Matters

4. There is a written month-to-month rental agreement which commenced on 1-July-2023. Rent is \$500.00 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 he had served the landlord with the notice of hearing personally at the residential premises on 4-February-2026 (TT#1). The landlord confirmed receipt of the document on that date and wished to waive service. In accordance with the *Residential Tenancies Act, 2018*, this is allowable service.

Issues before the Tribunal

6. The tenant is seeking:
 - A determination of the validity of a termination notice.
 - Hearing expenses \$20.00.

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 is the following section of the *Residential Tenancies Act, 2018*: Section 18: Notice of termination of rental agreement. Also,

relevant and considered in this decision is the following section of the *Residential Tenancies Policy Manual*: Section 12-1: Recovery of costs.

Issue # 1: Validity of Termination Notice

Relevant Submission

9. The tenant submitted a copy of a termination notice given to him personally on 1-January-2026 to vacate on 3-April-2026 under Section 18 of the *Residential Tenancies Act, 2018* (TT#2).

Analysis

10. 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.

11. In accordance with Section 18 of the *Act* as stated above, the landlord did not meet the requirements of the *Act* when issuing the standard termination notice from a timeline perspective. I find that the move-out date in part 4 of the notice is not before the end of the rental period, and as such, invalidates the notice. I find that the standard termination notice is not a valid notice.

Decision

12. The standard termination notice issued on 1-January-2026 under Section 18 of the *Act* is not a valid notice.

Issue #2: Hearing Expenses \$20.00

Analysis

13. The tenant paid an application fee of \$20.00 to *Residential Tenancies* and is seeking to be reimbursed for his cost and he submitted a copy of the receipt to support the claim (TT#3). In accordance with Section 12-1 of the *Residential Tenancies Policy*, filing fees can be claimable costs. I find that the landlord shall be responsible for the hearing expenses.

Decision

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

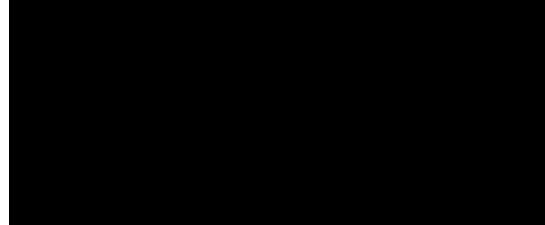
Summary of Decision:

15. The landlord shall pay the tenant \$20.00 for the hearing expenses.

16. The standard termination notice issued on 1-January-2026 is not a valid notice.

February 10, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office