

Residential Tenancies Tribunal

Application 2026-0072-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 1:45 p.m. on 16-February-2026.
2. The applicant, [REDACTED] hereinafter referred to as “the landlord”, was represented by [REDACTED] who attended via teleconference.
3. The respondent, [REDACTED] hereinafter referred to as “the tenant”, attended via teleconference.

Preliminary Matters

4. The landlord stated they had served the tenant with the notice of hearing electronically via e-mail on 4-February-2026. The tenant confirmed receiving the notice of the hearing on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service, I proceeded with the hearing.
5. There was a written month-to-month rental agreement which commenced on 1-January-2022. The tenant vacated on 27-December-2025. Rent was \$500.00 per month and due on the first of each month. A security deposit of \$200.00 was collected in December-2021 and is still in the landlord’s possession.
6. The disposition of the Security Deposit shall be dealt in this Decision.

Issues before the Tribunal

7. The landlord is seeking:
 - Validity of a Termination Notice;
 - Rent paid \$500.00;
 - Other 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 34: Notice of termination of rental agreement, and Section 7-1: Notice of Termination of the *Residential Tenancies Policy Manual*.

Issue #1: Validity of a termination Notice

Landlord's Position

10. The landlord testified that on 11-December-2025 they received an email from the tenant containing a termination notice, in which the tenant indicated their intention to vacate the premises on 31-December-2025 (LL#1). The landlord further stated that, in their view, the termination notice does not comply with the legislative requirements of one month's notice and is therefore invalid.

Tenant's Position

11. The tenant confirmed that they issued a termination notice on 11-December-2025.

Analysis

12. Section 34 of the of the Residential Tenancies Act, 2018 states:

Requirements for notices

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.*

13. I accept the landlord's and the tenant's testimony that the termination notice was issued on 11-December-2025. After reviewing the email submitted as the tenant's termination notice, I find that the notice does not comply with the statutory requirements of the *Residential Tenancies Act, 2018*. Specifically, the notice is not signed, does not identify the address of the residential premises, and does not specify the section of the *Act* under which it was issued, as required under section 34 of the *Act*. Therefore, as these essential elements are absent, I find that the notice provided by the tenant does not meet the requirements of the *Act* and is therefore not a valid termination notice.

Decision

14. The termination notice is not a valid termination notice.

Issue # 2: Rent paid \$500.00

Landlord's Position:

15. The landlord is seeking payment of rent for the month of January. The landlord stated that, because the tenant did not provide a valid one-month's termination notice, the tenant remains responsible for rent for the entire month. The landlord further testified that efforts

were made to re-rent the unit and that a new tenant was secured effective February-2026. The landlord submitted a rental ledger in support of the claim (LL#2).

16. The landlord is seeking rent to be paid in full.

Tenant's Position:

17. The tenant disputed the landlord's claim for rent for the month of January. The tenant testified that they believed they had properly notified the landlord of their intention to terminate the tenancy. The tenant further stated that they attempted to arrange payment for eleven days in January, in an effort to align the notice period with what they understood to be a one-month notice requirement.

Analysis

18. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid under a rental agreement by a tenant during the use or occupancy of a residential premises.

19. As determined in paragraph 14 of this Decision, the termination notice provided by the tenant is not a valid notice under the *Residential Tenancies Act, 2018*. Accordingly, I find it reasonable to award the landlord compensation for rent owing. I accept the testimony of both parties that rent for the month of January was not paid. I also accept the landlord's statement that they made efforts to re-rent the unit and were successful in securing a new tenant effective February-2026. Therefore, I find that the tenant is responsible for the rent for the month of January.

Decision

20. The landlord's claim for rent succeeds in the amount of \$500.00.

Issue # 3: Other expenses \$20.00.

Relevant Submission

21. The landlord paid \$20.00 for the application fee and is seeking reimbursement. The landlord submitted a copy of the receipt to support the claim (LL#3).

Analysis

22. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual: Costs*, general claimable costs may include the costs incurred in the preparation for the hearing.

23. As the landlord's claim was successful as per paragraph 20, the landlord will be awarded \$20.00 for the hearing expenses.

Decision

24. The landlord's claim for compensation paid for the other expenses succeeds in the amount of \$20.00.

Issue # 4: Security deposit to be applied against any monies owed \$200.00

Analysis

25. Section 14 of the *Residential Tenancies Act, 2018* states:

Security deposit

- 14. (8) A security deposit is not an asset of the landlord but is held by the landlord in trust and may be used, retained or disbursed only as provided in this section.
- (9) Not later than 10 days after the tenant vacates the residential premises, the landlord shall return the security deposit to the tenant unless the landlord has a claim for all or part of the security deposit.
- (10) Where a landlord believes he or she has a claim for all or part of the security deposit,
 - (a) the landlord and tenant may enter into a written agreement on the disposition of the security deposit; or
 - (b) the landlord or the tenant may apply to the director under section 42 to determine the disposition of the security deposit.
- (11) Where a tenant makes an application under paragraph (10)(b), the landlord has 10 days from the date the landlord is served with a copy of the tenant's application to make an application to the director under paragraph (10)(b).

26. The landlord's claim for losses has been successful as per paragraphs 20 and 24 and as such, the security deposit shall be applied against monies owed. Pursuant to the *Residential Tenancies Act, 2018* the landlord must pay interest on a security deposit to a tenant for the entire period that the landlord has had the security deposit. The interest is calculated as simple interest and is not compounded. The interest in 2021-2023 was 0%, in 2024-2025 was 1%, the annual interest in 2026 is 0%.

Decision

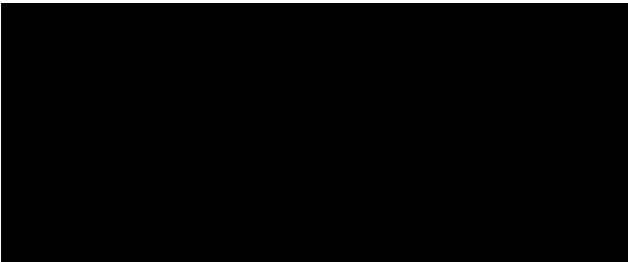
27. Security deposit plus interest of \$204.00 is to be applied against monies owed.

Summary of Decision

28. The termination notice is not a valid termination notice.

29. The tenant shall pay the landlord \$316.00 as follows:

Rent.....	\$500.00
Other expenses	\$20.00
Less than Security Deposit	\$204.00
Total	\$316.00



February 17, 2026

Date

Oksana Tkachuk, Adjudicator
Residential Tenancies Office