

Residential Tenancies Tribunal

Application 2026-0087-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:13 a.m. on 12-February-2026.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, attended via teleconference.
3. The respondent, [REDACTED] hereinafter referred to as “the tenant” attended via teleconference.

Preliminary Matters

4. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing electronically via e-mail on 29-January-2026 (LL#1). The tenant confirmed that they were informed about 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 fixed-term rental agreement between the landlord and two tenants that commenced on 1-December-2024 for one-year, after which the tenancy continued on a month-to-month basis. In April 2025, one of the tenants vacated the rental unit. Both parties confirmed that, upon that tenant’s departure, the tenancy continued on a month-to-month basis with the remaining tenant only, thereby converting the tenancy from a joint tenancy to a single-tenant tenancy. The rent is \$1300.00 paid on the first day of each month. A security deposit of \$200.00 was collected on 1-December-2024 and remains in the landlord’s possession.

Issues before the Tribunal

6. The landlord is seeking:
 - An Order for Vacant Possession of the rented premises;

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, Section 19: Notice where failure to pay rent, Section 7-1 of the *Residential Tenancies Policy*: Notice of Termination.

Issue # 1: Vacant Possession of the Rented Premises.

Relevant Submissions:

9. The landlord submitted two copies of termination notices (LL#2,3) issued to the tenant:
 - Under Section 19: *Notice where failure to pay rent* that was issued on 19-September-2025 with a termination date of 30-September-2025;
 - Under Section 18: *Notice of termination of rental agreement* that was issued on 7-January-2026 with a termination date of 17-January-2026;
10. The landlord testified that all notices were served electronically via email on the same date they had been issued.

Landlord's Position:

11. The landlord stated that rent had not been paid in full and on time on several occasions since April-2025. The landlord stated that they issued a termination notice in September due to the failure to pay rent; however, the tenant paid off the outstanding rent before the termination date. According to the landlord, the second – *Standard termination notice* - was issued in January. The landlord also stated that as rent was in arrears in February, they issued another termination notice one day prior to the hearing – dated 11-February to vacate by 21-February. As a result, the landlord is seeking vacant possession of the rental premises.

Tenant's Position:

12. The tenant confirmed that they received the termination notice in September and in February, however disputed receiving one in January. The tenant explained that he has been experiencing financial difficulties since becoming a single father, and he is now relying on a single income. As a result, he stated that he is not always able to pay the full rent on the first day of each month. The tenant advised that he typically pays most of the rent on the 1st and then pays the remaining \$100.00 to \$150.00 when he receives his second paycheck later in the month.
13. With respect to the most recent termination notice, the tenant stated that he intends to pay the outstanding \$150.00 by tomorrow. He further expressed the belief that the landlord should not be permitted to evict him on the basis of what he described as a “small amount remaining each month,” given that he consistently pays the balance when he receives his second paycheck. The tenant also stated that he is attempting to improve his rent-payment situation. He indicated that he plans to pay the landlord one full month's rent in advance, so that any small shortfall arising from the timing of his paychecks will not put him into arrears. He emphasized that he has no intention of vacating the unit. The tenant stated that he has always paid the rent in full each month, even if part of it was paid later in the month.

Analysis

14. Section 18 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*

(a) not less than 4 weeks before the end of a rental period where the residential premises is rented from week to week;

(b) not less than 3 months before the end of a rental period where the residential premises is rented from month to month; and

(c) not less than 3 months before the end of the term where the residential premises is rented for a fixed term.

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

(a) be signed by the person providing the notice;

(b) be given not later than the first day of a rental period;

(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.

15. This Tribunal is application driven and therefore it is limited to determining the validity of the termination notices that were submitted with the landlord's application. Any termination notice issued but not included with the original application cannot be considered for the purpose of this decision. The landlord's termination notice dated 11-February was not filed with the application.

16. According to the Section 7-1 of the *Policy*: *when a termination notice is already in effect and the same party issues a second termination notice that contains a later vacate date, the issuance of the second notice is treated as an indication that the landlord intends to extend the tenancy to the later date specified.* Therefore, as both parties admitted that on 11-February the landlord issued another termination notice, I find that according to the Section 7-1 of the *Policy*, issuing this notice invalidated the previous termination notice.

17. I also find that even if the January notice was not invalidated by the notice issued by the landlord in February, it would still be deemed invalid as it was issued under the Section 18 of the *Act*, however the landlord failed to provide the required three-month notice as per Section 18(2)(b) of the *Act*, as stated above, where the premises are rented on a month-to-month basis. Therefore, I find that the notice issued by the landlord on 7-January-2026 under Section 18 does not meet the requirements of the *Act* and is therefore invalid.

Decision

18. The landlord's claim for an order for vacant possession of the rented premises does not succeed.

February 13, 2026

Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office