

Residential Tenancies Tribunal

Application 2026-0091-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:25 a.m. on 16-February-2026.
2. The applicant, [REDACTED] – the power of attorney of [REDACTED] (LL#1), hereinafter referred to as “the landlord”, attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant”, did not attend.

Preliminary Matters

4. The tenant was not present or represented at the hearing, and I was unable to reach them at the beginning of the hearing. This Tribunal’s policies concerning notice requirements and hearing attendance have been adopted from the Rules of the Supreme Court, 1986. According to Rule 29.05(2)(a) respondents to an application must be served with claim and notice of the hearing 10 clear days prior to the hearing date and, where the respondent fails to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondent’s absence so long as they have been properly served.
5. 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 2-February-2026 (LL#2). The landlord also submitted proof of sent email on that day and proof that this email address was used for the communication with the tenant before (LL#3,4). In accordance with the *Residential Tenancies Act, 2018* this is good service. As the tenant was properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in their absence.
6. There is a verbal month-to-month rental agreement which commenced in 2001. Rent is \$400.00 per month and due on the first of each month. A security deposit was not collected.

Issues before the Tribunal

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

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 18: Notice of termination of rental agreement, and Section 7-1: Notice of Termination of the *Residential Tenancies Policy Manual*.

Issue #1: Vacant Possession of the Rented Premises

Landlord's Position

10. The landlord testified that they issued a standard termination notice on 1-October-2025 under Section 18: *Notice of termination of rental agreement* to the tenant to vacate the premises on 1-January-2026 (LL#5). The landlord stated that they served the tenant with the termination notice personally and followed up electronically on the same date the notice was issued.

Analysis

11. The notice was served under Section 18 of the *Residential Tenancies Act, 2018* which 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.

12. I accept the landlord's testimony that the termination notice was delivered in compliance with the legislative requirements on 1-October-2025, as the tenant was not present or represented during the hearing to provide testimony. However, after reviewing the termination notice, I find that the landlord did not provide the tenant with the required three

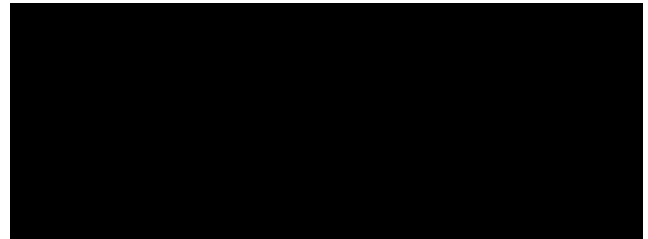
months' notice before the end of the rental period, where the residential premises is rented month-to-month. *The Residential Tenancies Act, 2018* requires that a termination notice given for a month-to-month tenancy must be issued "*not less than 3 months before the end of the rental period.*"

13. In this case, the landlord's notice identifies a move-out date falling on the start of a rental period does not comply with the *Act's* requirement that termination must occur on the last day of a rental period. Accordingly, I find that the termination notice issued on 1-October-2025 is not a valid termination notice.

Decision

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

February 25, 2026
Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office