

Residential Tenancies Tribunal

Application 2026-0095-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 2:05 p.m. on 26-February-2026.
2. The applicants, [REDACTED] and [REDACTED] hereinafter referred to as “the landlords”, attended via teleconference.
3. The respondents, [REDACTED] and [REDACTED] hereinafter referred to as “the tenants”, attended via teleconference.

Preliminary Matters

4. The landlords submitted an affidavit with their application stating that they had served the tenants with the notice of hearing via prepaid registered mail on 4-February-2026 (LL#1) and explained that they served it via email as well. The tenants confirmed receiving the notice of the hearing on 4-February-2026 via email. In accordance with the Residential Tenancies Act, 2018 this is good service, I proceeded with the hearing.
5. There is a written month-to-month rental agreement which commenced on 1-July-2025. Rent is \$1450.00 per month, due on 1st of each month. A security deposit of \$1085.00 was collected on 1-July-2025 and is in the landlords’ possession.
6. The landlord amended their application to increase rent from \$3050.00 as per their application to total of \$4350.00 including rent for the month of February, and to include hearing expenses of \$68.12.

Issues before the Tribunal

7. The landlord is seeking:
 - Validity of a termination notice;
 - An Order for Vacant Possession of the rented premises;
 - Rent paid \$4350.00;
 - Late fees \$75.00;
 - Other / Hearing expenses \$88.12.

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 14: Security Deposit, Section 19: Notice where failure to pay rent, Section 34: Requirements for notices.

**Issue # 1: Validity of a Termination Notice
Vacant Possession of the Rented Premises.**

Relevant Submissions:

10. The landlord submitted a copy of termination notice (LL#2) that was issued on 3-January-2026 with a termination date of 14-January-2026. The landlord testified that the notice was served via email on 3-January and via prepaid registered mail and personally on 4-January.

Landlords' Position:

11. The landlord is seeking vacant possession of the residential premises based on non-payment of rent. The landlord stated that, at the time the termination notice was issued, rent for December and January remained outstanding in the total amount of \$3050.00. The landlord further testified that no payments were received from the tenants after the termination notice was served.

Tenants' position:

12. The tenants acknowledged that rent for December and January was outstanding in the amount claimed. The tenants also agreed that they received the termination notice on 4-January; however, they stated that the landlord threatened them that if they did not pay the arrears, an eviction notice would be issued. Therefore, they understood the printed notice to be a warning rather than a formal termination notice. The tenants explained that they intentionally withheld rent due to what they described as unsuitable living conditions in the rental unit. They testified that there were ongoing issues with the stove, refrigerator, washer, and other maintenance concerns, which they believe were not addressed by the landlord in a timely manner. The tenants further stated that, on previous occasions when they withheld rent due to repair concerns, the issues were eventually addressed. They indicated that this past experience influenced their decision to withhold rent in this instance.

Analysis

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

Requirements for notices

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.*

14. After reviewing the termination notice submitted, I find that it does not cite the section of the *Act* upon which the notice was issued, as required under section 34(d) of the *Act*. However, the notice does clearly state the reason for issuance — “10-day notice for non-payment of rent” — and the amounts owing are clearly outlined. Therefore, the notice will be analyzed as termination notice issued under section 19 of the *Act*.

15. Section 19 of the *Residential Tenancies Act, 2018* states:

Notice where failure to pay rent

19. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b),

(b) where the residential premises is

- i. rented from **month to month**,*
- ii. rented for a fixed term, or*
- iii. a site for a mobile home, and*

*the amount of rent payable by a tenant is **overdue for 5 days or more**, the landlord may give the tenant notice that the rental agreement is terminated and that the tenant is required to vacate the residential premises on a specified date not less than 10 days after the notice is served on the tenant.*

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

- a. be signed by the landlord;*
- b. state the date on which the rental agreement terminates and the tenant is required to vacate the residential premises; and*
- c. be served in accordance with section 35.*

16. While I accept the parties' statements that rent was not paid for a significant period of time, and that the tenants intentionally withheld rent due to concerns about the condition of the rental unit, I must emphasize that withholding rent is not permitted under the *Residential Tenancies Act*. Rent is required to be paid as long as the tenants are entitled to use or occupy the residential premises, even if they are dissatisfied with maintenance or repair issues. If the tenants believed that the landlord was failing to meet their obligations, the appropriate course of action would have been to file an application for dispute resolution seeking an order to pay rent into trust, to obtain a rent reduction, or to pursue any other remedy available under the *Act*. The tenants do not have the legal authority to unilaterally withhold rent on their own initiative.

17. I accept the testimony the landlords and the tenants that the rent had been in arrears for a considerable period prior issuance of the termination notice. While the landlord testified that termination notice was served by email on 3-January, proof provided demonstrates that it was provided on 4-January-26 at 01:38 hours (LL#3). I also accept the testimony of both parties that the termination notice was personally delivered on 4-January.

18. Based on the evidence and testimony presented, I find that the termination notice issued by the landlords is not valid. The notice, issued and served on 4-January-2026 with a termination date of 14-January-2026, did not provide the tenants with 10 clear days to vacate the unit as required under Section 19 of the *Residential Tenancies Act, 2018*, as

stated above. As the notice does not comply with the Act and fails to meet the statutory requirement, I find that the notice is therefore invalid.

Decision

- 19. The termination notice is not a valid notice.
- 20. The landlords' claim for an order for vacant possession of the rented premises does not succeed.

**Issue # 2: Rent paid \$4350.00
Late fees \$75.00**

Relevant submission:

- 21. The landlords submitted the rental ledger to support their claim, see copy below:

22-Jan-26	December 2025 Rent	\$ 1,450.00	\$ 0.00	\$ 1,450.00
22-Jan-26	January 2026 Rent	\$ 1,450.00	\$ 0.00	\$ 1,450.00

Landlord's Position:

- 22. The landlords are seeking payment of rent in full for the months December, January and February totaling to \$4350.00 and late fees of \$75.00. The landlords confirmed that the tenants have not made the required payments for these months and requested that the outstanding rent be paid in full.

Tenants' position:

- 23. The tenants acknowledged that rent for December, January and February is outstanding in the amount claimed.

Analysis

- 24. 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.
- 25. *Residential Tenancies Policy 2-4; Deposits, Payments and Fees* states:

Late payment fee:

When rent is not paid on time, a landlord may charge a late fee of \$5.00 for the first day rent is in arrears and \$2.00 for each additional day that the rent remains in arrears in any consecutive number of rental periods up to a maximum of \$75.00.

- 26. I accept the landlords' and the tenants' testimony that the tenants failed to pay rent during the months in question. Therefore, with regards of late fees, the applicable late fees are calculated in accordance with Residential Tenancies Policy 2-4: Deposits, Payments and Fees, as stated above. I find that the tenants shall be responsible for full rent for those months.

Decision

- 27. The landlord's claim for rent and late fees succeeds in the amount of \$4425.00.

Issue # 3: Other \$20.00

Hearing expenses 68.12.

Relevant Submission

28. The landlords paid \$20.00 for the application fee, \$50.00 for Commissioner of Oaths services and \$18.12 for prepaid registered mail services and are seeking reimbursement. The landlords submitted copies of the receipts to support the claim (LL#4).

Analysis

29. In accordance with Section 12-1: Costs of the *Residential Tenancies Policy Manuel*, general claimable costs may include the costs incurred in the preparation for the hearing. As the landlords' claim was successful as per paragraph 26, the landlords will be awarded with compensation in full.

Decision

30. The landlord's claim for compensation paid succeeds in the amount of \$20.00 for *Other expenses* and \$68.12 for *Hearing expenses*.

Summary of Decision

31. The termination notice issued on 3-January-2026 is not a valid termination notice.

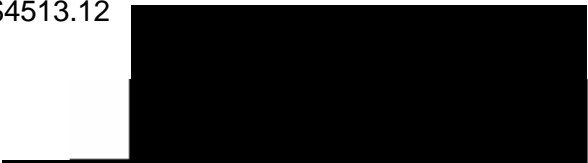
32. The landlords' claim for an Order for Vacant Possession does not succeed.

33. The tenants shall pay the landlords \$4513.12 as follows:

Rent and late fees	\$4425.00
Other expenses	\$20.00
Hearing expenses.....	\$68.12
 Total	 \$4513.12

March 5, 2026

Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office

