

Residential Tenancies Tribunal

Application 2026-0112-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 1:46 p.m. on 20-February-2026.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, attended the hearing.
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 have served the tenant with the notice of the hearing electronically via email on 5-February-2026 (LL#1). 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 is a written fixed-term rental agreement which commenced on 1-July-2025 for one year. Rent is \$1200.00 per month, due on the first of each month. A security deposit of \$900.00 was collected on 30-June-2025 and is in the landlord’s possession.
6. The landlord amended their application to increase rent from \$600.00 as per their application to \$1000.00.

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 \$1000.00;
 - Other expenses \$26.00.

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 are the following sections of the *Residential Tenancies Act, 2018*: Section 18: Notice of termination of rental agreement, Section 24: Notice where tenant contravenes peaceful enjoyment and reasonable privacy and Section 34: requirements for notices; and the following sections of the *Residential Tenancy Policy Manual*: Section 7-5: Interference with peaceful enjoyment and reasonable privacy, Section 12-1: Costs.

**Issue # 1: Validity of a termination notice;
Vacant Possession of the Rented Premises.**

Relevant Submissions

10. The landlord submitted copies of termination notices (LL#2,3,4) issued to the tenant:
- Under Section 18: *Notice of termination of rental agreement* that was issued on 24-November-2025 with a termination date of 31-March-2026;
 - Under Section 19: *Notice where failure to pay rent* that was issued on 7-January-2026 with a termination date of 18-January-2026;
 - Under Section 24: *Notice where tenant contravenes peaceful enjoyment and reasonable privacy* that was issued on 14-January-2026 with a termination date of 19-January-2026.
11. The landlord testified that first termination notice was issued via sticking it to the door on 29-November-2025, and next two notices were served electronically via text on the same date they had been issued, as per Affidavits submitted (LL#5,6,7).

Landlord's Position

12. The landlord stated that rent in January was not paid in full and therefore the termination notice was issued on 7-January-2026. The landlord stated that the tenant's conduct has been disrespectful, disruptive, and has interfered with her peaceful enjoyment of the property. She testified that when notices were posted on the door, the tenant ripped them up, which she described as disruptive behavior. The landlord further stated that there was a significant amount of garbage associated with the tenant, including an incident on 11-January when garbage was allegedly thrown onto the lawn. She testified that the tenant's behavior has been aggressive and unpredictable.
13. The landlord also testified that on one occasion the tenant blew a kiss toward her. She stated that she found this action uncomfortable and inappropriate, describing it as sexual in nature. She further expressed that, given the tenant's physical stature, she felt intimidated and concerned for her safety. In support of her position, the landlord submitted video recordings which she stated demonstrate disturbing and disrespectful conduct by the tenant (LL#8). The landlord stated that as a result of the tenant's behavior, she does not feel comfortable walking past the tenant's door when she is at the property. The landlord stated that due to the above concerns, she issued a termination notice pursuant to section 24 of the *Act*, alleging interference with her peaceful enjoyment and reasonable privacy.

Tenant's Position

14. The tenant acknowledged receiving the termination notices on the dates identified by the landlord. However, he stated that although he is willing to vacate the rental unit, he does not currently have the financial means to relocate. He testified that he does not have

sufficient funds for a new security deposit, first month's rent, or moving expenses. He further stated that he has searched for alternative rental accommodation but has been unable to find available units within his means. As a result, he wishes to remain in the unit for the next few months while he prepares to begin a new career as a police officer.

15. The tenant disputed the validity of the termination notice for failure to pay rent. He explained that, while reviewing the *Residential Tenancies Act*, he believed that a security deposit could be used in lieu of rent. He stated that he and the landlord had an arrangement where \$600.00 of the security deposit would be applied toward January rent. On that basis, he argued that the termination notice should be invalidated.
16. The tenant disputed the landlord's allegations of disruptive and aggressive behavior. He denied having a disruptive manner and denied throwing garbage onto the lawn, explaining that it was very windy on 11-January-2026. He also denied blowing a kiss toward the landlord, disputing the characterization of his conduct as inappropriate or sexual in nature, expressing his identity as a gay man. He testified that he has no interest in engaging in inappropriate conduct toward the landlord. The tenant further alleged that it is the landlord who has interfered with his reasonable privacy. He explained that the landlord resides in the upstairs unit and stated that he believes she listens to his private conversations and records videos and takes images and videos of him without his permission. He testified that he feels his privacy has been invaded.
17. The tenant stated that he only wishes to remain in the unit peacefully. He testified that he has not interfered with the landlord's privacy or peaceful enjoyment. He further alleged that the landlord smokes and makes unfounded accusations against him, which he described as exaggerated or untrue.

Analysis

18. According to Section 7-1 of the *Policy*, *if a termination notice is already in place and a second notice is issued by the same person with a later termination date than that set out in the first notice, the issuance of the second notice indicates an intention to extend the tenancy to the date specified in the second notice*. Therefore, I find that by issuing the notice on 14-January under Section 24 of the *Act* requiring the tenant to vacate on 19-January, the landlord effectively invalidated the notice issued on 7-January under Section 19 of the *Act* requiring the tenant to vacate on 17-January. As such, the latest termination notice will be analyzed for the purpose of this decision.
19. Section 24 of the *Residential tenancies Act* states:

Notice where tenant contravenes peaceful enjoyment and reasonable privacy

24. (1) *Notwithstanding subsection 18(2) and paragraph 18(3)(b), where a tenant contravenes statutory condition 7(a) set out in subsection 10(1), the landlord may give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential premises on a specified date not less than 5 days after the notice has been served.*

(2) *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.

20. I accept the landlord's and the tenant's testimony confirming that the tenant was properly served with the termination notice. However, the termination notice issued on 14-January under Section 24 of the *Act* did not provide the tenant with the required five clear days to vacate. As a result, the notice fails to meet the statutory timeline requirements. Therefore, I find that the termination notice is invalid from a timeline compliance perspective.

21. As the termination notice issued on 14-January has been found invalid, the validity of the earlier termination notice issued on 24-November will now be analyzed.

22. Section 18 of the *Residential tenancies Act* 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.

23. I accept the landlord's and the tenant's testimony indicating that the tenant was properly served with the termination notice on 29-November-2025. However, as the parties were in a fixed-term rental agreement, the landlord failed to comply with Section 18(2)(c), which requires that notice of termination in a fixed-term tenancy be given not less than three months before the end of the term. Therefore, I find that the termination notice issued on 24-November-2025 under the Section 18 of the *Act* to vacate on 31-March-2026 is invalid.

Decision

24. The termination notices issued on 24-November-2025 and 14-January-2026 are not valid.

25. The landlord's claim for an Order of vacant possession does not succeed.

Issue # 2: Rent paid \$1000.00

Landlord's Position;

26. The landlord testified that rent is outstanding in the total amount of \$1000.00. She stated that for the month of January, the tenant paid \$600.00, leaving a balance of \$600.00 unpaid. She further stated that for the month of February, the tenant paid \$800.00, leaving a remaining balance of \$400.00. According to the landlord, these unpaid amounts total \$1000.00 in rental arrears.

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

Tenant's Position:

28. The tenant disputed the landlord's claim for \$1000.00 in arrears. He testified that he reviewed the *Residential Tenancies Act* and formed the understanding that a security deposit may be applied toward rent. He stated that he reached an arrangement with the landlord's partner where \$600.00 from the security deposit would be applied toward the January rent.
29. The tenant further testified that in February he paid \$800.00 toward the rent and promised that the remaining \$400.00 would be paid by the end of the month. He therefore disputes that the full amount claimed by the landlord is properly outstanding.

Analysis

30. 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.
31. I accept both the landlord's and the tenant's testimony regarding the rental payments made of \$600.00 in January and \$800.00 in February, leaving a combined balance of \$1000.00 outstanding. The tenant testified that he believed \$600.00 of the security deposit could be applied toward the January rent based on an arrangement he stated he made with the landlord's partner. However, I accept the landlord's statement disputing that any such agreement was reached. As the parties agree on the amounts paid, I find that the outstanding rental arrears total \$1000.00.
32. Accordingly, I find the tenant responsible to pay the rent arrears in full.

Decision

33. The landlord's claim for rent succeeds in the amount of \$1000.00.

Issue # 3: Other expenses \$26.00.

Relevant Submission

34. The landlord paid \$20.00 for the application fee and submitted a copy of the receipt to support the claim (LL#9). The landlord is seeking reimbursement.

Analysis

35. 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. I accept that the landlord submitted a receipt confirming expenses of \$20.00 for filing fee, rather than the \$26.00 originally claimed.
36. As the landlord's claim was successful as per paragraph 33, the landlord will be awarded filing fee in the amount of \$20.00.

Summary of Decision

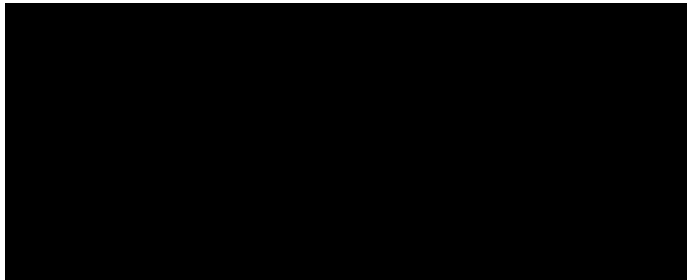
37. The termination notices issued on 24-November-2025, 7-January-2026 and 14-January-2026 are not valid.

38. The landlord's claim for an Order of vacant possession does not succeed.

39. The tenant shall pay the landlord \$1020.00 as follows:

Rent \$1000.00
Other expenses..... \$20.00

Total \$1020.00



February 27, 2026
Date

Oksana Tkachuk, Adjudicator
Residential Tenancies Office