

Residential Tenancies Tribunal

Application 2026-0442-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 11:03 a.m. on 25 June 2026.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant”, did not attend. [REDACTED], authorized representative for the tenant, attended by teleconference.
3. The respondent, [REDACTED] (landlord 1), hereinafter referred to as “the landlord” attended by teleconference. The respondent, [REDACTED] (landlord 2), hereinafter referred to as “the landlord” did not attend.

Preliminary Matters

4. The tenant submitted 2 affidavits stating that she had the tenants served with the notice of hearing electronically by email and text on 9 June 2026 (TT#1). Landlord 1 confirmed receipt of the document on that date and confirmed that landlord 2 had received the document as well and declined participation. In accordance with the *Residential Tenancies Act, 2018*, this is good service.
5. There is a verbal month-to-month rental agreement which commenced approximately 20 years ago. The current landlord purchased the property on 30 October 2025. Rent is \$750.00 per month, due on the first day of each month. A security deposit was never paid.

Issues before the Tribunal

6. The tenant is seeking:
 - A determination of the validity of a termination notice.

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 are the following sections of the *Residential Tenancies Act, 2018* - Section 18: Notice of termination of rental agreement and Section 34: Requirements of notices.

Issue # 1: Validity of Termination Notice

Relevant Submission

9. The tenant submitted a copy of a termination notice given to them on 1 May 2026 to vacate on 1 August 2026 under Section 18 of the *Residential Tenancies Act, 2018* (TT#2).

Tenant and Landlord's Positions

10. The tenant's representative stated that the landlords gave the tenant a termination notice without stating the tenant's full name and without signing the notice, and he is questioning the validity of that notice.
11. Landlord 1 did not have a position with regards to the actual notice as it was given under the authority of the Act, however they made reference to issues relating a rent increase and the tenant's failure to comply with that notice.

Analysis

12. The relevant subsections of Section 18 of the *Residential Tenancies Act, 2018* state:

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....

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

....

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

(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.

13. Section 34 of the *Residential Tenancies Act, 2018*: Requirements for Notices 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 the Act under which the notice is given*

14. In accordance with Section 34 of the Act as stated above, I agree with the tenant's representative that the notice was incomplete as it did not include the tenant's last name or the landlord's signature(s). Signatures are not required when notices are sent electronically, and as the landlord testified that this notice had been delivered personally and left in the mailbox, a signature was required in this case.

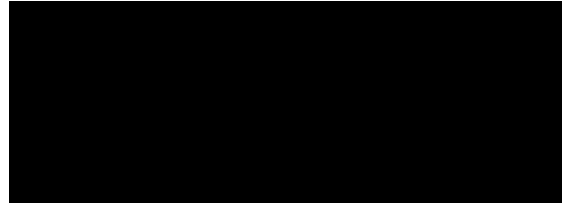
15. Also, in accordance with Section 18 of the *Act* as stated above, the notice was not given not less than 3 months before the end of a rental period. The notice listed a move-out date of 1 August 2026, and as rent is due on the first of each month, each rental period runs from the 1st day of the month to the last day of the same month. I find that the termination notice did not meet the requirements of the *Act*, and as such is not a valid notice.

Decision

16. The standard termination notice issued on 1 May 2026 under Section 18 of the *Act* is not a valid notice.

June 25, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office