

Residential Tenancies Tribunal

Application 2024-0898-NL

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 9:07 AM on 03 April 2025 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant”, participated in the hearing. The respondent, [REDACTED], hereinafter referred to as “the landlord”, was also in attendance. She was represented by [REDACTED].

Issues before the Tribunal

3. The tenant is seeking a determination of the validity of a termination notice issued to her on 22 June 2024.

Legislation and Policy

4. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
5. Also relevant and considered in this case are sections 18 and 34 of the *Residential Tenancies Act, 2018*.

Preliminary Matters

6. The landlord filed a counterclaim to the tenant’s application, 2024 No. 1072NL, and she testified that she had served that application on the tenant on 12 November 2024. The tenant denied that she was served with the landlord’s counterclaim, and no evidence was submitted by the landlord to corroborate service. Given that the landlord’s counterapplication was not processed by this Section until 14 November 2024, and that a hearing date was only assigned on

02 December 2024, I was not satisfied that the tenant was served with the landlord's application, and I have therefore dismissed her application.

Issue 1: Validity of Termination Notice

Relevant Submissions

The Tenant's Position

7. The landlord and tenant had entered into a monthly rental agreement on 02 March 2023. The agreed rent was set at \$1000.00 per month and the tenant testified that she had paid a security deposit of \$500.00 on that same day. The tenant testified that rent was due on the 2nd day of each month, and that the rental period ran from the 2nd day of each month to the 1st day of the following month.
8. The tenant stated that on 22 June 2024 the landlord had issued her a termination notice, and a copy of that notice was submitted with her application. The notice states: "In accordance with the landlord and tenant act of NL, you have 3 months to vacate the property which will be on September 22, 2024".
9. The tenant argued that this notice was invalid as it did not meet the requirements set out in the *Residential Tenancies Act, 2018*. In particular, the tenant pointed out that s. 34(b) of the *Act* requires that a termination contain that name of the recipient, but on the submitted notice, the landlord had misspelled her name as [REDACTED]. It should have been addressed to "[REDACTED]".
10. Additionally, the tenant argued that the termination date in the landlord's notice, 22 September 2024, did not fall on the last day of the rental period and did not meet the 3-month notice requirements set out in s. 18(2)(b) of the *Act*.
11. The tenant seeks an order determining that this termination notice is invalid.

The Landlord's Position

12. The landlord acknowledged that she had misspelled the tenant's name incorrectly on the notice, but she indicated that it would be "splitting hairs" to find it invalid on those grounds.
13. Regarding the timeframe requirements, the landlord stated that she did not know much about the *Residential Tenancies Act, 2018* and she figured it would have been simpler to terminate this tenancy. The landlord indicated that she may have to seek the assistance of a lawyer as she could not figure out how to terminate the tenancy in accordance with the *Act*.
14. The landlord also indicated at the hearing that she felt uncomfortable in her own home and that she felt threatened by the tenant.

Analysis

15. Section 18 of the *Residential Tenancies Act, 2018* outlines the requirements that both landlords and tenants must follow in terminating rental agreements, and for the purposes of this application, the relevant subsections 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

...

(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.

and section 34 of the Act 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 this Act under which the notice is given.

16. I agree with the tenant that the landlord's termination notice does not meet these requirements. Regarding section 34, not only has the landlord misspelled the

tenant's name, but the notice is not in the form prescribed by the minister, as required by s. 34.(a), and although the landlord indicates that she is giving the tenant a 3-month notice, she does not specify the section of the *Act* under which the notice was given, as required by s. 34.(d).

17. I also find that the notice does not meet the requirements set out in s. 18. The parties agreed at the hearing that the rental period in this tenancy ran from the 2nd day of each month to the 1st day of the following month. As such, any termination notice issued under this section must state a termination date which falls on the 1st day of a month, as required by s. 18.(9)(c). As the notice states that the tenant must vacate on 22 September 2024, it is invalid on that ground. But additionally, and as the tenant pointed out, the notice is not in conformity with s. 18.(2)(b), in that the tenant was not provided with a full 3 months to vacate the property. On 22 June 2024, the earliest date the landlord could have required the tenant to vacate would have been 01 October 2024.

Decision

18. The termination notice issued to the tenant, dated 22 June 2024, is not a valid notice.

14 April 2025

Date


John R. Cook
Residential Tenancies Tribunal