

## Residential Tenancies Tribunal

Application 2025-0138-NL

Oksana Tkachuk  
Adjudicator

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### Introduction

1. Hearing was called at 9:02 a.m. on 9-April-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as “the tenants” attended via teleconference.

### Preliminary Matters

4. The landlord stated that she had served the tenants with the notice of the hearing electronically on 20-March-2025. The tenants acknowledged receiving the notice of the hearing on that date. In accordance with the *Residential Tenancies Act, 2018* this is a good service, I proceeded with the hearing.
5. The landlord stated that there was a verbal fixed term rental agreement that commenced on 1-December-2024 for six months until March. The tenants moved out on 26-January-2025. Rent was \$3000.00 per month due on the first of each month. A security deposit was not collected.

### Issues before the Tribunal

6. The landlord is seeking:
  - Validity of the termination notice;
  - Rent paid \$3000.00.

### 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 is the following section of the *Residential Tenancies Act, 2018*: Section 18: Notice of termination of rental agreement, Section 34:

## Issue # 1: Validity of the termination notice

### Landlord's Position:

9. The landlord stated that on 13-January-2025, tenant 2 contacted her to express their intention to move out. She further stated that tenants vacated the unit on 26-January. The landlord indicated that the tenants were in a fixed-term rental agreement till March-2025 and failed to provide her the required 2-months' notice prior to the end of the term. As such, she maintains that a proper termination notice was not given.

### Tenant's Position:

10. The tenants disputed the existence of a fixed-term agreement, stating instead they were in a month-to-month verbal rental agreement. The tenants explained that they had a discussion with the landlord regarding the expected duration of their stay and indicated that, due to their family-related situation, they might remain in the unit until March, what would amount to five months. However, they noted that the fixed term rental agreement must be for a minimum of six months and must also be in writing. They claimed that neither party, including landlord, wished to sign a written agreement. The tenants explained that they had informed the landlord on 13-January about their intention to move out and that they paid rent for February, despite moving out on 26-January, and for those reasons they believe the notice given was valid.

## Analysis

11. Section 18 of the *Residential Tenancies Act, 2018* states:

### **Notice of termination of rental agreement**

**18.** (1) A tenant shall give the landlord notice that the rental agreement is terminated and the tenant intends to vacate the residential premises

(a) not less than 7 days before the end of a rental period where the residential premises is rented from week to week;

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

(c) not less than 2 months before the end of the term where the residential premises is rented for a fixed term.

12. According to the *Policy 2-8, a fixed term rental agreement must be for a minimum 6 months and not more than 12 months*. In this case, the rental agreement was not signed and based on the testimonies, the expected duration of the tenancy was from 1-December-2024 till March-2025, which constitutes a five-month period. As the agreement was not in writing and the term did not meet the minimum six-month requirement, I find that the parties were in a verbal month-to-month rental agreement.

13. I accept the landlord's and the tenant's testimony that the tenants notified the landlord of their intention to vacate the unit on 13-January by phone call and vacated the unit on 26-January. According to the Section 18 of the *Act*, as stated above, the tenants are required to provide not less than one month notice before the end of the rental period in a month-

to-month tenancy. I find that the tenant's notice to terminate the tenancy provided on 13-January did not meet technical requirements of a *Standard termination notice* as per Section 18(9), Section 34 and Section 35 of the *Act* and for those reasons, is not valid.

### **Decision**

14. The termination notice is not a valid termination notice.

### **Issue # 2: Rent paid \$3000.00**

#### Landlord's Position

15. The landlord indicated that as the tenants were in a fixed-term rental agreement till March-2025 and failed to provide the required 2-months' notice, they are responsible for rent for the month of March. The landlord is seeking rent to be paid in full.

#### Tenant's Position:

16. The tenants disputed landlord's claim.

### **Analysis**

17. The landlord is seeking \$3000.00 for rent for the month of March. The key issue in determining whether the tenants are responsible for the rent of March is whether the rental agreement was a fixed-term or a month-to-month agreement.

18. As previously determined in paragraph 12 of this decision, the landlord and the tenants were in a verbal month-to-month rental agreement. Although the notice to terminate issued on 13-January was found to be invalid, the tenants were still required to provide a one-month notice, as per the terms of a month-to-month tenancy. Accordingly, they were obligated to pay rent for the month of February. I accept the testimony from both parties that the tenants paid rent in full for the month of February in lieu of the one-month notice. The landlord confirmed that she moved into the unit herself in February. As the February rent was paid in full, I find that the tenants are not responsible for the rent of the month of March.

### **Decision**

19. The landlord's claim for rent to be paid does not succeed.

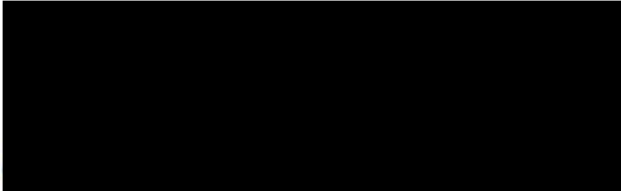
### **Summary of Decision**

20. The termination notice, given on 13-January-2025 is not a valid termination notice.

21. The landlord's claim for rent to be paid does not succeed.

April 10, 2025

Date



Oksana Tkachuk, Adjudicator  
Residential Tenancies Office