

Residential Tenancies Tribunal

Application 2025-0138-NL

Oksana Tkachuk
Adjudicator

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:

Requirements for notices, Section 35: Service of documents and following section of the *Residential Tenancies Policy Manual*: 2-8 Rental Agreement.

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