

Residential Tenancies Tribunal

Application 2025-0439-NL

Michael Reddy
Adjudicator

Introduction

1. Hearing was held at 1:45 PM on 12 June 2025 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant”, attended.
3. The respondent, [REDACTED], hereinafter referred to as “the landlord”, attended.

Preliminary Matters

4. The tenant supplied an affidavit of service (T#1) with the application indicating the landlord had been served via text message on 9 June 2025 at approximately 8:00 PM. This Tribunal’s policies concerning notice requirements have been adopted from the *Rules of the Supreme Court, 1986*. According to Rule 29.05(2)(a) respondents to an application must be served with claim and notice of hearing 10 clear days prior to the hearing date. The landlord was not served in accordance with the *Residential Tenancies Act, 2018*, yet the landlord waived this 10-day rule. As such, I proceeded with the hearing.
5. There initially was a written fixed term rental agreement which began on 27 February 2024 which has since evolved into a monthly rental agreement. Rent is due on the 1st of each month. There was a security deposit of \$500.00 collected in February 2024 and is still in the possession of the landlord.

Issues before the Tribunal

6. The tenant is seeking the validity of termination notice. Hearing expenses were not being sought.

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* (the *Act*).
8. Also relevant and referred to in this decision are Sections 19 and 34 of the *Act*.

Issue 1: Validity of Termination Notice

Relevant Submission

9. The tenant submitted a copy of a termination notice (T#2). The tenant testified he was unsure when he received the termination notice was received with a request for him to vacate the rental premises by 18 May 2025. The tenant is seeking to determine the validity of this notice.

Tenant Position

10. The tenant testified he had been issued a termination notice indicated herein in relation to rent owing. He stated he was experiencing financial challenges and did not dispute there were rental arrears when he was served with the termination notice. On the date of the hearing (12 June 2025), he remains in the rental premises and did not dispute there are rental arrears owing.
11. The tenant testified he thought the rental agreement was a fixed term arrangement.

Landlord Position

12. The landlord testified he issued the tenant the termination notice under Section 19 of the *Act* in relation to rental arrears by text message and e-mail on 6 May 2025 with a request for the tenant to vacate by 18 May 2025 and stated the tenant remains in the rental premises on the date of the hearing. The landlord testified three months after the tenant moved into the rental premises rental arrears started to occur.
13. The landlord stated he initially issued the tenant a termination notice however was informed by a representative of the Landlord Tenancies program, that notice did not comply with the required timelines for lack of payment of rent. Subsequently, the landlord issued the tenant T#2.
14. On the date of the hearing, the landlord testified there were rental arrears outstanding.

Analysis

15. Both parties did not dispute at the time the termination notice had been issued, there were rental arrears owing. Furthermore, both parties did not dispute the tenant remains in the rental premises on the date of the hearing and rental arrears remain.

16. Sections 19 and 34 of the *Residential Tenancies Act, 2018* state the following:

Notice where failure to pay rent

19. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b),

(a) where the residential premises is rented from week to week and the amount of rent payable by a tenant is overdue for 3 days or more, the landlord may give the tenant notice that the rental agreement is terminated and that the tenant is required to vacate the residential premises on a specified date not less than 3 days after the notice is served on the tenant; and

(b) where the residential premises is

(i) rented from month to month,

(ii) rented for a fixed term, or

(iii) a site for a mobile home, and

the amount of rent payable by a tenant is overdue for 5 days or more, the landlord may give the tenant notice that the rental agreement is terminated and that the tenant is required to vacate the residential premises on a specified date not less than 10 days after the notice is served on the tenant.

(2) Notwithstanding subsection (1), where the tenant pays the full amount of the overdue rent, including a fee under section 15, before the date specified in the notice under paragraph (1)(a) or (b), the rental agreement is not terminated and the tenant is not required to vacate the residential premises.

(3) Subsection (2) does not apply where notice is given to a tenant under paragraph (1)(a) or (b) more than twice in a 12-month period.

(4) 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.

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.

17. T#2 meets all the identified requirements under Sections 19 and 34 of the Act.

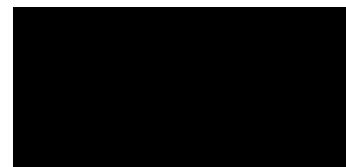
Decision

18. The termination notice dated 6 May 2025 with a request for the tenant to vacate by 18 May 2025 is a valid notice.

Summary of Decision

19. The termination notice issued to the tenant is a valid notice.

17 July 2025



Date

Michael Reddy, Adjudicator
Residential Tenancies Office