

Residential Tenancies Tribunal

Application 2025-0449-NL

Michael Reddy
Adjudicator

Introduction

1. The hearing was called at 1:50 PM on 16 June 2025 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as the tenant, participated in the hearing.
3. The respondent, [REDACTED], hereinafter referred to as the landlord, participated in the hearing.

Preliminary Matters

4. The tenant submitted an affidavit (T#1) along with her application indicating the landlord was served electronically ([REDACTED]) at 3:51 PM on 3 June 2025. The landlord did not dispute service. In accordance with the *Residential Tenancies Act, 2018*, this is considered good service, and the hearing proceeded.
5. The tenant has resided in the rental premises since 4 January 2025. There is a written monthly rental agreement. Rent is set at \$650.00 and due on the 1st of each month. There was a security deposit collected in December 2024 of \$475.00 and is still in the possession of the landlord.
6. The tenant amended the application and was seeking \$20.00 hearing expenses.

Issues before the Tribunal

7. The tenant is seeking:
 - Validity of termination notice
 - Hearing expenses of \$20.00

Legislation and Policy

8. The jurisdiction of the Director of the Residential Tenancies is outlined in Sections 46 and 47 of the *Residential Tenancies Act, 2018 (the Act)*.
9. Also, relevant and referred to in this decision are Sections 34 and 35 of the *Act*, along with Policies 07-001 and 12-001 of the *Residential Tenancies Program*.

Issue 1: Validity of Termination Notice

Relevant Submission

10. The tenant submitted a copy of a termination notice (T#2). The tenant testified she had been issued the termination notice on 23 May 2025 after it had been placed on the door of the rental premises with a request for the tenant to vacate by 31 May 2025.

Tenant Position

11. The tenant testified she had been issued T#2 and received an additional termination notice on 23 May 2025 with a request to vacate by 31 August 2025. The tenant questioned the first termination notice issued and is seeking to determine the validity of this notice.

Landlord Position

12. The landlord did not dispute she issued the tenant two termination notices on 23 May 2025 by placing both on the door of the rental premises. The landlord testified she issued the first termination notice under Sections 22 and 24 of the *Act*.
13. The landlord supplied a description of Cause of Eviction (L#1).

Analysis

14. This decision will determine the validity of T#2 issued to the tenant on 23 May 2025 with a request for the tenant to vacate by 31 May 2025.

15. 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. Upon review of T#2, the requirements of Section 34 are met.
17. Both parties did not dispute there were two notices issued to the tenant on 23 May 2025. As indicated herein, this decision will determine validity of the termination notice issued under Sections 22 and 24. That said, *Policy 07-001: General Information- Notice of Termination of the Residential Tenancies Program* must be considered and applied to the situation.
18. That policy regarding 'Termination by More than 1 Notice' states, "*If a termination notice is already in place and a second notice is issued by the same person whereby the termination date is later than that specified in the first notice, then the person issuing the second notice has thereby indicated that they are intending the tenancy to be extended to the date set out in the second notice. The party receiving this second notice is no longer required to abide by the terminate date set out in the first notice*".
19. As a second notice was issued to the tenant by the landlord with a move out date of 31 August 2025, the first notice issued under Sections 22 and 24 is not a valid notice.

Decision

20. The termination notice issued to the tenant on 23 May 2025 with a request for the tenant to vacate by 31 May 2025 is not a valid notice.

Issue 2: Hearing expenses

Relevant Submission

21. The tenant claims \$20.00 hearing expenses. Along with their application, the tenant supplied a receipt for hearing expenses (T#3).

Analysis

22. In accordance with Section 12-001 of the Residential Tenancies Policy Manual: Costs, the director has the authority to order "*an unsuccessful party to an application to pay the costs to a successful party to an application*". As the tenant was successful in their application, hearing expenses will be awarded.

Decision

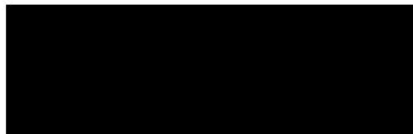
23. The tenant's claim for hearing expenses succeeds in the amount of \$20.00.

Summary of Decision

24. The termination notice issued to the tenant on 23 May 2025 with a request to vacate by 31 May 2025 is not a valid notice.
25. The landlord shall pay \$20.00 to the tenant for the hearing expenses.

23 July 2025

Date



Michael Reddy, Adjudicator
Residential Tenancies Office