

Residential Tenancies Tribunal

Application 2025-0455-NL & 2025-0524-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:03 a.m. on 17-July-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant”, attended by teleconference.
3. The respondent and counter applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.

Preliminary Matters

4. The tenant submitted an affidavit with his application stating that he had served the landlord with the notice of hearing electronically via email on 13-June-2025 (TT#1). The landlord confirmed receipt of the document on that date and made a counter claim against the tenant. The landlord submitted an affidavit with her application stating that she had served the tenant with the notice of hearing electronically via email on 23-June-2025 (LL#1). The tenant confirmed receipt of the document on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There is a verbal month-to-month rental agreement which commenced on 1-November-2020. Rent is \$800.00 per month, due on the 1st day of each month. A security deposit of \$350.00 was paid on 1-November-2020 and is in the landlord’s possession.
6. The landlord amended the counter application to omit rent paid.

Issues before the Tribunal

7. The tenant is seeking:
 - Validity of termination notice
8. The landlord is seeking:
 - An order for vacant possession of the rented premises.

Legislation and Policy

9. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*. 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.

Issue # 1: Validity of Termination Notice Vacant Possession of the Rented Premises

Relevant Submission

10. The tenant submitted a copy of a termination notice issued to him by the landlord on 1-March-2025 under Section 18: Notice of termination of rental agreement to vacate the premises on 1-June-2025 (TT#2). The landlord submitted a copy of the same notice and a subsequent notice given under Section 19: Notice where failure to pay rent on 7-June-2025 to vacate on 18-June-2025 (LL#2).

Tenant's and Landlord's Positions

11. The tenant stated that he is not questioning the notice itself but rather the reason for the notice under Section 18 and he requested that the landlord explain to him why she wanted to end the tenancy. The landlord did not have a position on the standard notice as she gave that notice under the authority of the *Residential Tenancies Act, 2018*. The landlord stated that she is no longer seeking vacant possession under Section 19 of the Act as rent was paid prior to the termination date.

Analysis

12. The notice was served under Section 18 of the *Residential Tenancies Act, 2018* which states:

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

- (a) not less than 4 weeks before the end of a rental period where the residential premises is rented from week to week;*
- (b) not less than 3 months before the end of a rental period where the residential premises is rented from month to month; and*
- (c) not less than 3 months before the end of the term where the residential premises is rented for a fixed term.*

.....

(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.

13. I accept that the tenant was questioning why the landlord wished to end the tenancy, however a landlord's standard eviction notice to a tenant need only state that they are relying on Section 18 of the Act without having to provide a reason. In review of the termination notice, it is clear that the landlord gave the notice not less than 3 months as required, however the termination date had to be before the end of the rental period where the residential premises is rented month-to-month. As the termination date of 1-June-2025 ran into a new rental period, the notice is invalid.

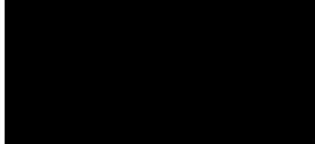
Decision

14. The termination notice dated 1-March-2025 is not a valid notice.

15. The landlord's claim for an *order of vacant possession* does not succeed.

July 21, 2025

Date


Pamela Pennell, Adjudicator
Residential Tenancies Office