

Residential Tenancies Tribunal

Application 2025-0521-NL

Michael Reddy
Adjudicator

Introduction

1. The hearing was called at 9:15 AM on 21 July 2025 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as the tenant, attended the hearing.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as the landlords, did not attend and were not represented.

Preliminary Matters

4. The landlords were not present or represented at the hearing as I was unable to contact with them by telephone at the start of the hearing. This Tribunal's policies concerning notice requirements and hearing attendance 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 the hearing 10 clear days prior to the hearing date and, where the respondent fails to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondent's absence so long as he/she has been properly served. The tenant submitted an affidavit with her application stating the landlords were served notice of the hearing via registered mail ([REDACTED] & [REDACTED]) on 25 June 2025 at approximately 9:30 AM (T#1). In accordance with the *Residential Tenancies Act, 2018* this is good service. As the landlords were properly served, and as any further delay in these proceedings would unfairly disadvantage the tenant, I proceeded with the hearing in their absence.
5. There is a written monthly rental agreement which commenced on 1 December 2021, yet the tenant testified she moved in on 1 October 2021. Rent is set at \$750.00 per month, due on the 1st of each month. There was a security deposit of \$300.00 collected over two payments (2 November 2021 & 18 March 2022), still in possession of the landlords.

6. The tenant alleged the landlord issued a rent increase in violation of the *Residential Tenancies Act, 2018*, although this matter would not be adjudicated at this hearing as it was not presented on the applicants claim.

Issues before the Tribunal

7. The tenant is seeking validity of the termination notice and \$20.00 hearing expenses.

Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in Sections 18, 46 and 47 of the *Residential Tenancies Act (the Act), 2018*.
9. Also, relevant and considered in this decision is Sections 18 and 34 of the *Act*; sections of the Residential Tenancies Policy 07-001, *General Information: Notice of Termination* and 12-001, *Costs: Recovery of Costs*.

Issue 1: Vacant Possession of the Rental Premises

Relevant Submission

10. The tenant submitted two termination notices. Both were Landlords Notice to Terminate – Standard under Section 18 of the *Act* and were served by taping them to the door of her residence. The first was dated 29 March 2025 with a move out date of 1 July 2025. The second was dated 29 June 2025 with a move out date of 30 September 2025.

Tenants Position:

11. It is the tenants' position that the termination notices provided to her are invalid.
12. Regarding the first termination notice, she stated the residential address was incorrect, as well as the move out date.
13. Regarding the second termination notice, again she stated that the residential address was incorrect. The tenant testified that her address is "[REDACTED]" as opposed to the address quoted on the termination notice. In support of her assertion she noted her rental agreement (T#6) cited her correct address, and she provided recent mail addressed to her at that address (T#3). Additionally, she testified that she contacted the municipality and confirmed the correct address.
14. The tenant testified following the first termination notice, the landlords issued her a subsequent termination notice under Section 18 of the *Act* on 29 June 2025 which had been taped on the door of the rental premises (T#4).

Analysis

15. In order to succeed in a claim for an order for vacant possession, a landlord must have issued a valid termination notice. To be valid, a termination notice must comply with all relevant sections of the Act. In this instance, there were two termination notices issued.
16. First, Policy 07-001 *General Information: Notice of Termination* of the Residential Tenancies Program is applicable to this situation. As stated within that policy:

Termination by More than 1 Notice

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 termination date set out in the first notice and the termination date in the second notice is the date that the tenant is required to vacate. The person who served the 2 notices cannot have the first notice enforced.

17. By issuing the second notice, the landlords forfeited their ability to rely on the first notice, therefore only the second notice issued on 29 June 2025 (T#4) will be analyzed for validity.
18. Section 18 (2), 18 (9) and 34 identify the technical requirements of the termination notice.

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.

Section 18 (9)

In addition to the requirements under Section 34, a notice under this section shall

- (a) be signed by the landlord;*
- (b) be given not later than the first day of the rental period;*
- (c) state the date on which the rental agreement terminates and the tenant is required to vacate the residential premises; and*
- (d) be served in accordance with section 35.*

Section 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.*

19. T#4 was issued prior to the first day of the relevant rental period. It states the date on which the tenancy is to terminate, 30-September-2025, which is the last date of a rental period. It is signed by the landlord, and it was served on the tenant by posting it to her door, in accordance with s. 35(2)(c) of the Act. It therefore complies with the applicable segments of s.18 of the Act as above.

20. Notices under the Act must also comply with the terms as outlined in s. 34 (above). I accept the testimony and evidence of the tenant in regard to her physical address being 88 Main Street, which is not the address identified on the termination notice issued to her on 29 June 2025. *William and Rhodes Canadian Law of Landlord and Tenant (1988)*, in discussion of termination notices, point out that termination notices must be unambiguous. I find that listing the wrong address on the termination notice creates sufficient ambiguity about the subject of the notice, therefore rendering it invalid.

Decision

21. The termination notice issued to the tenant on 29 June 2025 is not a valid notice.

Issue 2: Hearing expenses

Relevant Submission

22. The tenant offered evidence of the application fee (T#5) and is seeking compensation. As the application succeeds, in accordance with Residential Tenancies Program Policy 12-001, the tenant's claim for hearing expenses succeeds.

Decision

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

Summary of Decision

24. The termination notices issued by the landlords to the tenant on 29 March 2025 and 29 June 2025 are not valid notices.

25. The landlords shall pay hearing expenses in the amount of \$20.00.

September 09 2025

Date



Michael Reddy, Adjudicator
Residential Tenancies Office