

Residential Tenancies Tribunal

Application 2025-0832-NL and 2025-0838-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 27-October-2025 at 1:52 pm.
2. The applicant of the initial claim and respondent of the counterclaim, [REDACTED], hereinafter referred to as the tenant, attended via teleconference.
3. The respondent and counterclaimant, [REDACTED], hereinafter referred to as the landlord, also attended via teleconference.
4. The landlord called one witness, [REDACTED], who also attended via teleconference.

Preliminary Matters

5. Both parties acknowledged they were properly served and ready to proceed.
6. The tenant claimed he had not been served the landlord's evidence. The landlord said he had served it on the tenant. The landlord's evidence consisted of a series of screenshots. The tenant did suggest I read all the conversations between him and the landlord. I therefore accept these screenshots into evidence.
7. Another respondent was named by the landlord in his counterclaim. However, this person is an occupant, not a tenant and not a party to the rental agreement. The landlord does not have contract with this person, so they are not party to this decision and order.

Issues before the Tribunal

8. Should the landlord's claim for an order of vacant possession succeed?
9. Should the tenant's claim for compensation for inconvenience succeed?
10. Should the tenant's claim for other compensation succeed?
11. Should the landlord's claim for compensation for inconvenience succeed?

12. Should the landlord's claim for unpaid rent and late fees succeed?

Legislation and Policy

13. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018* (the *Act*).
14. Also considered and referred to in this hearing are sections 19(1), 19(4), and 34 of the *Act*, as follows:

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.

...

(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.

Issue 1: Vacant Possession

15. In order to receive an order of vacant possession, a landlord must provide a valid termination notice. In the present case, the landlord provided two termination notices, LL#1 and LL#2. LL#1 was issued on 30-August-2025 and gives a move out date of 8-September-2025. LL#2 was issued on 11-September-2025 and gives a move out date of 20-September-2025.
16. The Residential Tenancies Program Policy and Procedure Guide Policy 7-001 deals with termination by more than one notice. It states that 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. LL#1 is therefore not enforceable.
17. LL#2 is a termination notice in writing in the form prescribed by the minister. It contains the name and address of the recipient. It identifies the residential premises it regards. It identifies itself as being issued under s. 19 of the *Act*. It therefore complies with s. 34.
18. The notice was signed by the landlord. It specifies the date on which the tenancy is to terminate and the tenant is to vacate the premises. The landlord testified that the notice was served on the tenant electronically in accordance with s. 35(2)(f). It therefore complies with s. 19(4) of the *Act*.
19. The notice was dated 11-September-2025. At this point, rent was overdue for more than 5 days. The testimony provided by the landlord is that it was served on 11-September-2025. It gives a move out date of 20-September-2025. S. 19(1)(b) states that the landlord may give the tenant notice of termination “on a specified date not less than 10 days after the notice is served on the tenants.” There are only 8 days between 11-September-2025 and 20-September-2025.
20. LL#2 was not served within the timeline required by s. 19(1) of the *Act* and is therefore invalid.
21. The landlord’s claim for an order of vacant possession fails.

Issue 2: Tenant’s Compensation for Inconvenience

22. The tenant claims \$600.00 for compensation for inconvenience. He states that this was for the period from 19-August-2025 to 26-August-2025, during which he did not reside at the premises. He said that the landlord asked him to leave so that he could have repairs completed. The landlord testified that he did not ask the tenant to vacate so the repairs could be completed, and indeed the tenant had already been planning to be away for that week. The text messages provided (LL#3) support the landlord’s story. They show

that the tenant refused entry multiple times and the landlord attempted to work with him to find time for the work to be completed. It also shows that the tenant was the person who imposed the date of 20-August-2025, and he informs the landlord that he told the landlord's plumber to do the work on that date.

23. The tenant's claim for compensation for inconvenience fails.

Issue 3: Tenant's Other Compensation

24. The tenant claims \$3177.25 for work done for the landlord on the premises for which he was not paid. He says that \$1000.00 was for the cost of the labour, \$394.00 was for the cost of materials, and the remaining amount is the result of compounding daily interest of 12%. He provided an invoice to this effect, T#1. The invoice specifies receipts exist for the materials but these were not included in the tenant's evidence. T#1 also includes pictures of the work, which is the restoration of the deck.
25. The landlord testified that he initially refused to agree to hire the tenant to do the work, as he had his own contractors he preferred, but that the tenant began the work without his consent and threatened to damage the property if the landlord did not agree to pay, as supported by the conversation in LL#4. The landlord says he agreed to pay, because of the threats, about \$1400 for the completion of the deck as well as several other repairs which the tenant did not complete.
26. After reviewing the evidence in its totality, I accept the landlord's account. The tenant never denied that he began to do the work without the landlord's consent. The landlord's account is consistent with itself and the documentary evidence. The tenant's account contains contradictions, such as noted in Issue 2 above, and is difficult to believe (for instance, his continued insistence that the previous landlord had him sign a rental agreement for \$1200/month rent but only ever charged him \$1000/month, a claim unsupported by any documentary evidence).
27. I accept that there was no agreement between the landlord and the tenant regarding the repairs. The tenant's claim for other compensation fails.

Issue 4: Landlord's Compensation for Inconvenience

28. The landlord claims \$10,000 in compensation for inconvenience. This claim is based on the stress he alleges the tenant's behaviour has caused him.
29. S. 47(1) of the *Act* lists remedies this tribunal may make under the authority of the director. S. 47(1)(h) says the director may make an order directing a landlord to pay to a tenant an amount as compensation for inconvenience as a result of a contravention of this Act or the rental agreement. There is no equivalent provision for making an order directing a tenant to pay to a landlord an amount as compensation for inconvenience. In addition, nothing in s. 47 allows for the tribunal to award non-pecuniary damages such as claims for pain and suffering.
30. The remedy sought is outside the jurisdiction of this tribunal. The landlord's claim for compensation for inconvenience fails.

Issue 5: Unpaid Rent and Late Fees

- 31. The landlord claims the monthly rent of \$1200/month for the months of September and October 2025. The tenant agrees that the rent has not been paid.
- 32. This tribunal does not deal in future rent and will not award rent for days that have not yet come to pass. A daily rate must be calculated. The correct formula for determining a daily rate is multiplying the monthly rent by the 12 months and dividing by the 365 days of the year. In the present case, the daily rate is $\$1200/\text{month} \times (12 \text{ months}/365 \text{ days}) = \sim \$39.45/\text{day}$. Calculated to the date of the hearing, the rent owing for October is \$1065.21. The total rent owing is therefore \$2265.21.
- 33. S. 15(1) of the *Act* states that where a tenant does not pay rent for a rental period within the time stated in the rental agreement, the landlord may charge the tenant a late payment fee in an amount set by the minister. The minister has set the rate for late payment fees at \$5.00 for the first day and \$2.00 for each day thereafter, to a maximum of \$75.00. As rent has been overdue for more than 35 days, the maximum late payment fee applies.
- 34. The landlord’s claim for unpaid rent succeeds in the amount of \$2265.21.
- 35. The landlord’s claim for late fees succeeds in the amount of \$75.00.

Decision

- 36. The termination notices dated 30-August-2025 and 11-September-2025 are invalid.
- 37. The tenant’s claim for compensation for inconvenience fails.
- 38. The tenant’s claim for other compensation fails.
- 39. The landlord’s claim for compensation for inconvenience fails.
- 40. The landlord’s claim for unpaid rent succeeds in the amount of \$2265.21.
- 41. The landlord’s claim for late fees succeeds in the amount of \$75.00.

Summary of Decision

- 42. The termination notices dated 30-August-2025 and 11-September-2025 are invalid.
- 43. The tenant shall pay to the landlord \$2340.21 as follows:

Unpaid Rent.....	\$2265.21
Late Fees.....	\$75.00
Total.....	\$2340.21

13-November-2025
Date


Seren Cahill
Residential Tenancies Office