

Residential Tenancies Tribunal

Application 2025-0892-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:02 a.m. on 18-December-2025.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as “the landlords”, attended by teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as “the tenants”, attended via teleconference.

Preliminary Matters

4. The landlord submitted an affidavit with their application stating that they had served the tenants with the notice of hearing electronically via emails on 15-October-2025 (LL#1). The tenants confirmed receiving the notice of the hearing on that date. In accordance with the Residential Tenancies Act, 2018 this is good service, I proceeded with the hearing.
5. There was a written fixed-term rental agreement which commenced on 1-January-2025 until 31-December-2025. The tenants vacated on 15-September-2025. Rent was \$2100.00 per month due on 1st of each month. A security deposit of \$1575.00 was collected on 15-December-2024 and is still in the landlords’ possession.
6. The landlords amended their application to include hearing expenses of \$20.00.

Issues before the Tribunal

7. The landlord is seeking:
 - Rent paid \$2100.00;
 - Hearing expenses \$20.00;
 - Security Deposit of \$1575.00 to be applied against any monies owed.

Legislation and Policy

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

9. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 14: Security Deposit, Section 19: Notice where failure to pay rent, and following sections of the *Residential Tenancies Policy*, Section 7-1: Termination by More than One Notice, and Section 12-1: Costs.

Issue # 1: Rent paid \$2100.00

Landlords' Position

10. The landlords are seeking payment of rent in full for the month of September. The landlords stated that the tenancy was a fixed-term rental agreement ending on 31-December. By the end of August, the tenants advised that they wished to vacate by 15-September. The landlords stated that they could not accommodate the tenants leaving on two weeks' notice; however, they agreed that the tenants could vacate by the end of September. The landlords submitted screenshots of their communication with the tenants to support their claim (LL#2)
11. The landlords testified that the tenants vacated the unit on 15-September but did not pay any rent for September. They testified that, although the tenants were bound by the fixed term, they were willing to accommodate the tenants' request to vacate early. As no rent was paid for that month, the landlords are seeking rent in full for September. The landlords submitted a rental ledger to support their claim, see copy below:

Month (Due)	Rent Owning	Date Paid	Amount Paid	Balance	Notes
Jan 2025	2,100	15-Dec-24	2,100	-	Paid early by tenants employer (deposit + 1st month covered)
Feb 2025	2,100	01-Feb-25	2,100	-	Paid on time
March 2025	2,100	28-Feb-25	2,100	-	Paid early (1 day)
April 2025	2,100	Mar 31 & Apr 2, 2025	2,100	-	Split payment: \$1100 on Mar 31, \$1000 on Apr 2
May 2025	2,100	30-Apr-25	2,100	-	Paid early (1 day)
June 2025	2,100	02-Jun-25	2,100	-	Late (1 day)
July 2025	2,100	03-Jul-25	2,100	-	Late (2 days)
Aug 2025	2,100	01-Aug-25	2,100	-	Paid on time
Sept 2025	2,100	N/A	-	2,100	Unpaid

Tenants' Position

12. The tenants confirmed that they had not paid rent in September and agreed that half a month's rent should be applied from the security deposit for 15 days of September.
13. The tenants stated that they issued a termination notice under Section 23 of the *Act* on 3-September, with an effective vacate date of 15-September (TT#1). The tenants testified that they experienced ongoing issues with the occupants of the downstairs unit, including loud noise throughout the day and during evening hours. They stated that this was especially disturbing as they have small children.
14. The tenants further testified that during the summer months, a male occupant of the downstairs unit regularly sunbathed in the backyard wearing a speedo. They stated that, under their understanding of the rental agreement, they were to have use of the backyard, and they found this conduct inappropriate and disruptive, particularly given that they have young children. The tenants stated that they raised these concerns with the landlords several times, but the situation did not change.
15. In addition, the tenants raised concerns regarding issues with the heat pump, humidity levels, and mold in the unit. They acknowledged that some issues were addressed by the landlord within approximately six hours, but they stated that the conditions nevertheless caused ongoing inconvenience. The tenants further testified that one tenant has health concerns, which they believe were aggravated by humidity and mold in the unit. They stated

that these issues caused stress and affected their ability to work regular hours. As a result, they stated that their financial situation was difficult and that they would not have been able to pay the full month's rent in September.

Analysis

16. Section 23 of the *Act* states:

Notice where landlord contravenes peaceful enjoyment and reasonable privacy

23. (1) Notwithstanding subsection 18(1) and paragraph 18(3)(a), where a landlord contravenes statutory condition 7(b) set out in subsection 10(1), the tenant may give the landlord notice that the rental agreement is terminated and the tenant intends to vacate the residential premises on a specified date not less than 5 days, but not more than 14 days, after the notice has been served.

(2) In addition to the requirements under section 34, a notice under this section shall

- (a) be signed by the tenant;
- (b) state the date on which the rental agreement terminates and the tenant intends to vacate the residential premises; and
- (c) be served in accordance with section 35

17. Section 34 of the *Act* states:

Requirements for notices

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.

18. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid under a rental agreement by a tenant during the time when they are entitled to use or occupy a residential premises.

19. I accept both the landlords' and the tenants' testimony that the parties were in a fixed-term tenancy, with the term ending on 31-December-2025. I also accept the tenants' statement that, after being advised that the landlords were not willing to renew the tenancy after the end of a fixed term, they began looking for a new rental unit. The tenants explained that they were concerned about the difficulty of securing alternative accommodation and relocating during the winter season as they already had this experience last year, and, for that reason, commenced their search prior to the end of the fixed term.

20. I also accept the testimony of both parties that, in late August, the tenants advised the landlords of their intention to vacate the unit on 15-September, as they found new rental unit. I further accept the landlords' testimony that, upon learning that the tenants wished to

vacate the unit prior to the end of the fixed term, they agreed to accommodate the tenants by allowing them to vacate by 30-September.

21. I also accept the testimonies of both parties that the tenants subsequently issued a termination notice on 3-September under Section 23 of the *Act*, effective 15-September, alleging interference with their right to peaceful enjoyment and reasonable privacy. I accept the tenants' statement that the tenants had already decided to vacate the unit on 15-September before issuing the termination notice and that the notice was issued after the landlords advised the tenants that they would be responsible for rent until the end of September.
22. Pursuant to Section 34 of the *Act*, a termination notice must be in writing, be in the form prescribed by the Minister, and contain the name and address of the recipient. Further, pursuant to Section 23 of the *Act*, a termination notice issued by a tenant must be signed by the tenant. Upon review of the copy of the termination notice submitted to the Tribunal, I find that it does not meet the requirements of the *Act*, as it is not in the form prescribed by the Minister, it lists only one landlord instead of both, does not contain the address of the recipient, and is not signed by the tenants. Accordingly, I find that the termination notice issued by the tenants on 3-September is invalid.
23. I asked the landlords when they re-rented the rental unit. The landlords testified that new tenants began their tenancy on 1-October. I accept this testimony and find that the landlords took reasonable steps to mitigate their loss of rental income.
24. In these circumstances, I find that the tenants remain responsible for rent for the entire month of September.

Decision

25. The landlords' claim for rent succeeds in the amount of \$2100.00.

Issue #2: Hearing expenses \$20.00.

Relevant Submission

26. The landlords paid \$20.00 for the application fee and are seeking reimbursement. The landlords submitted a copy of the receipt to support the claim (LL#3).

Analysis

27. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual: Costs*, as the landlord's claim was successful as per paragraphs 25, the landlords will be awarded with \$20.00.

Decision

28. The landlords' claim for hearing expenses succeeds in the amount of \$20.00.

Issue # 3: Security deposit to be applied against any monies owed 1575.00

Analysis

29. Section 14 of the *Residential Tenancies Act, 2018* states:

Security deposit

- 14. (8) A security deposit is not an asset of the landlord but is held by the landlord in trust and may be used, retained or disbursed only as provided in this section.
- (9) Not later than 10 days after the tenant vacates the residential premises, the landlord shall return the security deposit to the tenant unless the landlord has a claim for all or part of the security deposit.
- (10) Where a landlord believes he or she has a claim for all or part of the security deposit,
 - (a) the landlord and tenant may enter into a written agreement on the disposition of the security deposit; or
 - (b) the landlord or the tenant may apply to the director under section 42 to determine the disposition of the security deposit.
- (11) Where a tenant makes an application under paragraph (10)(b), the landlord has 10 days from the date the landlord is served with a copy of the tenant's application to make an application to the director under paragraph (10)(b).

30. As the landlord's claim for losses has been successful as per paragraphs 25 and 28, and as such, the security deposit shall be applied against monies owed. Pursuant to the *Residential Tenancies Act, 2018* the landlord must pay interest on a security deposit to a tenant for the entire period that the landlord has had the security deposit. The interest is calculated as simple interest and is not compounded. The annual interest in 2024-2025 is 1%.

Decision

31. Security deposit plus interest of \$1590.92 to be applied against monies owed.

Summary of Decision

32. The tenants shall pay the landlords \$529.08 as follows:

Rent.....	\$2100.00
Hearing expenses.....	\$ 20.00
Less than Security Deposit plus interest	\$1590.92
Total	\$ 529.08

December 31, 2025
Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office