

Residential Tenancies Tribunal

Application 2025-0914-NL

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 9:04 AM on 04 November 2025 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, participated in the hearing. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as “the tenants”, were also in attendance.

Issues before the Tribunal

3. The landlord is seeking the following:
 - An order for vacant possession of the rented premises,
 - An order for a payment of rent in the amount of \$6765.00.

Legislation and Policy

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

Preliminary Matters

5. The landlord amended her application at the hearing. She stated that she was no longer seeking an order for vacant possession of the rented premises as the tenants vacated on 18 October 2025. She also reduced her claim for rent by \$550.00, from \$6765.00 to \$6115.00.

Issue 1: Rent Owing - \$6115.00

Relevant Submissions

The Landlord's Position

6. The landlord stated that the tenants had been living in the rental unit since the Spring of 2023, with other roommates, and on 17 December 2023 they took over the lease. The agreed rent was set at \$1100.00 per month, payable in bi-weekly installments of \$550.00.
7. The landlord stated that on 01 August 2025 she issued the tenants a termination notice, requiring that they vacate on 01 September 2025. She testified that they did not move as required on 01 September and that she did not regain possession of the property until 18 October 2025.
8. With her application, the landlord submitted copy of her rent records showing the rent payments she had received from the tenants since they had taken over the lease in December 2023. These records show that during most of 2024 they were usually only paying about half of the required monthly rent and had accrued almost \$4000.00 in arrears by the end of that year. In 2025, things improved until July 2025, after which no rent was paid.
9. The landlord is seeking rent through to the middle of October 2025 when the tenants vacated. She calculates that amount to be \$6115.00.

The Tenants' Position

10. The tenants did not dispute the landlord's records of payments she had received, except to say that they had not previously seen the ledger. However, they argued that the landlord had made no complaints to them during their tenancy about the outstanding rent and she made no demand that they pay the arrears and claimed that the landlord was "perfectly fine" with their situation.
11. The tenants also pointed out that they had completed work for the landlord during their tenancy and the landlord had agreed to forgive their rent on several occasions in lieu of payment for that work. For instance, the tenants stated that on one occasion, the landlord had a water main leak at her apartment, and they agreed to move her possessions into their garage for her. They testified that they had an agreement that rent would be forgiven for that month. On two other occasions, the father of one of the tenants' visited the unit to carry out repairs and he also received no payment for that work.
12. The tenants also argued that there was a mould issue at the property which had made the unit uninhabitable. They stated that the mould had gotten all over their furniture and that it had made them physically sick. They argued that given that the unit was uninhabitable, they should not have to pay rent.
13. And regarding the rent for August, September and October 2025, the tenants claimed that they were not residing at the unit during that period. They stated that they had already started to move in August 2025 when they had received the landlord's termination notice, and although they had left behind some garbage and debris, as well as some personal belongings, they claimed that they were not residing at the property during September and October 2025. They did

acknowledge, though, that not all of their possessions had been removed by 18 October 2025 when the landlord changed the locks on the unit.

Analysis

14. The landlord acknowledged at the hearing that the tenants had indeed helped her move her possessions from her home in April 2024, and although the tenants had only paid \$380.00 for that month, she conceded that she had agreed that they would not have to pay the remaining rent for that month. I find therefore that the tenants owe no rent for April 2024.
15. And based on the testimony of both the landlord and the tenants it also seems probable that there was some sort of agreement, or understanding, between the parties that the tenants would not have to pay any outstanding rent owing for the rest of 2024. The tenants testified that the landlord repeatedly reassured them that they were “square on rent” and that they were “fine on all owing rent” given the amount of work that they had done for the landlord. And at the hearing the landlord acknowledged that she had not “gone after them for rent” during 2024. She made no demands that they pay any outstanding balance, and she continued to allow them to reside at the property even when she received only partial payments. At the hearing she testified that she was “happy enough with that” arrangement so long as they remained “good tenants”. Given that they had this arrangement/understanding, I find that the landlord is barred from making any claim for that rent now.
16. The relationship between the parties did deteriorate in 2025, though, and whatever friendly arrangement they had before that had now evaporated. The ledger shows that during 2025 the tenants had, for the most part, been paying the required rent, but those payments stopped on 03 August 2025, and the landlord testified that she was informed by the tenants that they would pay no more rent, presumably because of some maintenance issues at the unit, and would not be moving out of the property even though the tenants had been given a termination notice. As ██████████ stated at the hearing: “If she doesn’t want to play nice with me, I wasn’t playing nice with her.”
17. So, unlike the arrangement/understanding they had had in 2024, this refusal to pay rent was presumably not something that the landlord had agreed to, and I therefore find that the tenants are responsible for any rent owing up to the time they vacated the unit.
18. Although the tenants claimed that they had not been residing at the property during September and October 2025, they did acknowledge that they still had possessions remaining at the unit, including debris and garbage, up to 18 October 2025, when the locks were changed. No evidence was presented at the hearing to show that the property had exchanged hands prior to that date (e.g., the exchange of keys, an outgoing inspection, etc.).

19. The tenants also argued that the premises were uninhabitable during this period and they therefore should not be required to rent. But no counter-application was filed by the tenants in which they make this claim, and no evidence was presented at the hearing (e.g., photographs, videos, inspection reports from a municipality, etc.) showing that the unit was uninhabitable during this time.
20. I find, therefore, that the tenants owe the landlord \$2750.00—\$1100.00 for each of August and September 2025, and \$550.00 for October 2025.

Decision

21. The landlord's claim for a payment of rent succeeds in the amount of \$2750.00.

26 November 2025

Date



John R. Cook
Residential Tenancies Tribunal