

Residential Tenancies Tribunal

Application 2025-0927-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 4-October-2025 at 9:00 am.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as the tenants, were represented by [REDACTED], who attended via teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as the landlords, were represented by [REDACTED], who also attended via teleconference.

Preliminary Matters

4. The landlords acknowledged they were properly served.
5. The landlords raised the issue of jurisdiction. They testified that they provided the tenants housing when their house burned down mid-August 2024 until June 2025. They suggest this constitutes a living accommodation provided to temporarily shelter persons in need, as per s. 3(4)(d) of the *Residential Tenancies Act, 2018* (the *Act*), so the *Act* does not apply. The landlord testified that he could not recall who, but his wife called one or more persons who confirmed this was the case.
6. After consideration, I find that this tenancy does not constitute “a living accommodation provided to temporarily shelter persons in need” within the meaning of the phrase as it is used in the context of the *Act*. By reading the subsection in its ordinary and grammatical sense in the context of the *Act*, I conclude that it refers to shelters and facilities with the specific purpose of providing temporary shelter to those in need. Further, the length of the tenancy (nearly a full year) does not give credence that this was a matter of temporary shelter.
7. I find that s. 3(4)(d) does not apply, nor do any of the other exceptions in s. 3(4) of the *Act*. The parties agree that the tenants occupied the residential premises and paid rent to the landlord, as per s. 3(3)(a). The relationship of landlord and tenant is therefore considered to exist in respect of residential premises, so the *Act* applies and this tribunal has jurisdiction to hear the claims.

8. The tenants filed an application for compensation for inconvenience; however, it is better understood as a refund of rent.

Issues before the Tribunal

9. Is the termination notice dated 2-June-2025 valid?
10. Should the tenants' claim for a refund of rent succeed?

Legislation and Policy

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

Issue 1: Validity

12. The tenants submitted a letter (T#1) the landlords gave them on 2-June-2025, telling them they must leave the premises within 72 hours. This notice is clearly invalid as s. 18(2)(b) of the *Act* states that a landlord shall give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential premises not less than 3 months before the end of a rental period where the residential premises is rented from month to month.
13. Further, T#1 does not comply with any of the requirements for notices set by s. 34 of the *Act*.
14. The termination notice T#1 is invalid.

Issue 2: Refund of Rent

15. The tenants seek a refund of rent for the month of June as they vacated the premises on 4-June-2025 as required by the landlords. The landlords said they kept the rent as compensation for damages done by the tenants, but there is no application for damages before me and no evidence of same was provided.
16. Based on the totality of the testimony before me, I accept that the monthly rent was \$1300/month. As the landlords evicted the tenants effective 4-June-2025 and the tenants left on that day, the rent for the remainder of June must be refunded. 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 this case, the daily rate is $\$1300/\text{month} \times (12 \text{ months}/365 \text{ days}) = \sim \$42.74/\text{day}$. Calculated for the remaining 26 days of the month, the tenants are owed a refund of rent in the amount of \$1111.23.

Decision

17. The termination notice dated 2-June-2025 is invalid.
18. The tenants' claim for a refund of rent succeeds in the amount of \$1111.23.

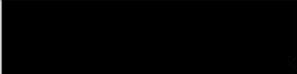
19. The tenants were successful in their application and may therefore seek to be reimbursed for their reasonable hearing expenses. They seek the \$20 application fee and \$13.15 for the cost of registered mail, for which a receipt was provided (T#2). Both are granted.

Summary of Decision

20. The termination notice dated 2-June-2025 is invalid.
21. The landlords shall pay to the tenants \$1144.38 as follows:

Refund of Rent.....	\$1111.23
Hearing Expenses.....	\$33.15
Total.....	\$1144.38

14-November-2025
Date


Seren Cahill
Residential Tenancies Office