

## Residential Tenancies Tribunal

Application 2025-1011-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 27-November-2025 at 1:47 pm.
2. The applicant, [REDACTED], hereinafter referred to as the tenant, attended via teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as the landlords, were represented by [REDACTED], who attend via teleconference.

### Procedural History

4. The landlord acknowledged that they were properly served.

### Issues before the Tribunal

5. Is the termination notice dated 10-August-2025 valid?
6. Should the tenant's claim for other relief succeed?

### Legislation and Policy

7. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act*, 2018 (the *Act*).
8. Also considered and referred to in this decision are sections 18(2), 18(9), and 34 of the *Act*, as follows:

#### 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.

(3) Notwithstanding subsections (1) and (2), where the residential premises is a site for a mobile home

(a) a tenant shall give the landlord notice that the rental agreement is terminated and the tenant intends to vacate the residential premises not less than one month before the end of a rental period; and

(b) 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 6 months before the end of a rental period.

(4) Notwithstanding paragraph (3)(b), the director may, upon hearing an application by the tenant under section 42, determine that a 6 month notice period would result in undue hardship for the tenant, and may make an order extending the notice period.

...

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

(a) be signed by the person providing the notice;

(b) be given not later than the first day of a rental period;

(c) state the date, which shall be the last day of a rental period, on which the rental agreement terminates and the tenant intends to vacate the residential premises or the date by which the tenant is required to vacate the residential premises; and

(d) 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: Validity**

9. To be valid, a termination notice must comply with all relevant sections of the *Act*. The tenant provided a termination notice (LL#1) dated 10-August-2025.

10. The termination notice is in writing in the form prescribed by the minister. It contains the name and address of the recipient. It identifies the residential premises for which it was given. It states that it was given under section 18(2)(b) of the *Act*. It therefore complies with s. 34.
11. The notice was signed by the landlord. It was given on 2-September-2025, which is later than the first day of the relevant rental period. It therefore contravenes s. 18(9)(b) and is invalid. Even if it was valid under s. 18(9), it would be rendered invalid by s. 18(2)(b), as it provides less than three full months' notice.

### Decision

12. LL#1 is invalid.

### **Issue 2: Other Compensation**

#### Agreed Facts

13. The parties agree that the rent was set at \$1300/month and that these total included utilities such as cable, internet, and home phone. They also agree that these services were discontinued in July 2025 and the rent continued at \$1300/month. The tenant asked the landlord if the rent would be reduced and she said it would not be.

#### Tenant's Position

14. The tenant takes the position that the rent should be reduced in accordance with the discontinuation of these services. No number was included on the application. When asked what he felt the reduction should be, he said he doesn't "have a number in mind."

#### Landlord's Position

15. The landlord testified that the house that includes the residential premises at issue in this hearing also contains two other rental units. She says the services were provided to all three units on one bill, charged to the landlords. She testified that she discontinued the services when the bill came back with many pay-per-view movies that created an excessive cable bill, over \$900.00. She said that she "had not agreed to pay for people's movies." She testified that she believed the tenant was at least partially responsible because there were films aimed at children and teenagers included and the tenant's daughter is a teenager. She also believed it could not have been one of the other tenants because of her belief of that person's character.

#### Analysis

16. S. 16(5) and 16(6) of the *Act* read as follows:

(5) Where a landlord discontinues a service, privilege, accommodation or benefit or a service, privilege, accommodation or benefit is unavailable for a period of time, and the discontinuance or unavailability results in a reduction of the tenant's use and enjoyment

of the residential premises, the value of the discontinued service, privilege, accommodation or benefit is considered to be an increase in the amount of rent payable.

(6) The director may, upon hearing an application under section 42, value a service, privilege, accommodation or benefit discontinued or unavailable for a time under subsection (5).

17. In this case, a service was discontinued and the discontinuance resulted in a reduction of the tenant's use and enjoyment of the residential premises. The value of the discontinued service is there considered to be an increase in rent payable under s. 16(5). In accordance with s. 16(3)(b), a rental increase in a month-to-month agreement requires written notice not less than 6 months in advance. There was no advance written notice in this case. The discontinuation was therefore an illegal rent increase.
18. I accept that the landlords did not agree to pay for tenants' movies. They may have been eligible to recover these excess charges from the tenants. However, this did not give them the right to unilaterally alter the rental agreement. They remain responsible for their contractual obligations under the rental agreement.
19. The tenant did not attempt to suggest an appropriate remedy. In normal circumstances, this tribunal might dismiss a claim when the applicant fails to provide any evidence on what an appropriate remedy should be. In this case, I am dissuaded from doing so by the wording of s. 16(6), which specifically states the director may value a service discontinued under s. 16(5). In the context of the *Act* as a whole, I interpret this provision as allowing and encouraging the tribunal to take more proactive steps to value such services, notwithstanding the general principle that an administrative tribunal is discouraged from performing its own research on potential remedies so as to avoid bias or the perception of bias.
20. A search reveals that cable, internet, and home phone packages start at a minimum of \$115/month+HST.<sup>1</sup> I accept this as a conservative estimate of the value of the discontinued services. The tenant is entitled to a rent refund of  $\$115.00/\text{month} \times 1.15 = \$132.25/\text{month}$  for each month that has occurred since the services were discontinued.

### Decision

21. The tenant's claim for other compensation succeeds in the amount of \$661.25. The rent/month is \$1167.75/month.

### **Summary of Decision**

22. The termination notice dated 10-August-2025 is invalid.
23. The monthly rent is set at \$1167.75/month.
24. The tenant's claim for other compensation succeeds in the amount of \$661.25.

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<sup>1</sup> See <https://aliant.bell.ca/Bell-bundles>

25. The tenant was successful in their claim and may therefore seek to be reimbursed for their reasonable hearing expenses. In this case they seek only the \$20.00 application fee, which is granted.

26. The landlords shall pay to the tenant \$681.25 as follows:

Refund of Rent.....	\$661.25
Hearing Expenses.....	\$20.00
Total.....	\$681.25

16-December-2025  
Date

  
Seren Cahill  
Residential Tenancies Office