

Residential Tenancies Tribunal

Application 2025-1060-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:00 a.m. on 17-February-2026.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant”, attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the landlord”, attended via teleconference.

Preliminary Matters

4. The tenant submitted an affidavit stating that they served the landlord with the notice of hearing electronically via e-mail on 5-February-2026 (TT#1). The landlord confirmed receiving the notice of the hearing on that date. In accordance with the Residential Tenancies Act, I proceeded with the hearing.
5. There was a written month-to-month rental agreement which commenced on 1-May-2022 with previous landlords. The new landlord purchased the property in July-2025. The tenant vacated the unit on 30-September-2025. Rent was \$1000.00 per month due on 1st of each month. A security deposit of \$500.00 was collected on 29-April-2022 and was refunded on 30-September-2025.

Issues before the Tribunal

6. The tenant is seeking:
 - Validity of a Termination notice;
 - Compensation paid for inconvenience \$1000.00;
 - Other expenses \$3625.00.

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*.

8. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 18: Notice of termination of rental agreement , and following sections of the *Residential Tenancies Policy*, .

Issue # 1: Validity of a termination notice

Tenant's Position

9. The tenant disputed the validity of the termination notice issued by the landlord on 27-July-2025 under section 18 of the *Residential Tenancies Act*, which required her to vacate the premises by 31-October-2025. The tenant submitted a copy of the notice to support their claim (TT#2). She indicated that she was not provided with a notice of rent increase; instead, the new landlord proceeded directly with issuing a termination notice. The tenant explained that she was willing to continue the tenancy and to pay an increased rent if required, and she stated that she communicated this willingness to the landlord. The tenant believes that the landlord chose to terminate the tenancy rather than follow the lawful rent-increase process and did not consider her stated willingness to accept an increased rental amount. The tenant further stated that sometime after vacating the unit, she observed that the landlord advertised the unit for rent—first at \$1700.00 per month and later at \$1500.00 per month. She submitted the screenshots of advertisements to support their claim (TT#3) and stated that this demonstrates that the sole purpose of the termination was to get a higher rental rate, which she asserts could have been addressed through a lawful rent-increase procedure rather than ending the tenancy.

Landlord's Position

10. The landlord stated that the termination notice issued on 27-July-2025 was valid and served in accordance with the legislative requirements, as they provided the tenant with notice to vacate the unit in three months. The landlord explained that upon purchasing the property, they made it clear to the previous owners, the property agents, and the tenant that they did not intend to continue the existing tenancy due to personal reasons.
11. The landlord stated that once the tenancy was lawfully terminated in accordance with the *Act*, they were entitled to determine how to use or manage the rental property going forward. They submitted that they complied with statutory requirements and therefore believe the termination notice to be valid.

Analysis

12. The notice was served under Section 18 of the *Residential Tenancies Act, 2018* which states:

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.

.....

- (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.*

13. I accept both the landlord's and the tenant's testimony that the termination notice was delivered in compliance with the legislative requirements on 27-July-2025. I acknowledge the tenant's explanation of their circumstances and their desire to remain in the unit. However, under section 18 of the *Act*, a landlord is legally entitled to terminate a month-to-month tenancy with proper notice without providing reasons. After reviewing the termination notice, I find that the landlord provided the tenant with the required three-month notice before the end of the rental period after notice is served where residential premises is rented month-to-month. Therefore, in accordance with the *Residential Tenancies Act*, 2018 as stated above, the termination notice meets the requirements of the *Act* and is a valid notice.

Decision

14. The termination notice issued on 27-July-2025 is a valid notice.

Issue # 2: Compensation paid for the inconvenience \$1000.00 Other expenses \$3625.00

Relevant submission:

15. The tenant submitted the ledger to compensate the costs of inconvenience and other expenses to support their claim, see copies below:

- 1) Time to seek out suitable rental properties (100)
- 2) Time for inquiries/communication for listed rental properties both through Real Estate agents and Facebook marketplace (100)
- 3) Time taken to arrange childcare to go to viewings of apartments and childcare (50)
- 4) Cost of gas to get to potential rental properties (50)
- 5) Mental duress as a single mother to seek affordable housing in a timely fashion. And anxiety over a significant rental increase, which should never have happened (500)
- 6) Arrangement and costs associated with moving (200)

List of Expenses of "Other"

- 1) Difference between new security deposit (11A Cape Norman) and old rental (9A Henry Larsen) \$625.00
 - 2) 6mos of rental difference between 11A and 9A = \$3000.00
- Total: \$3625.00** Sent from my iPhone

Tenant's Position:

16. The tenant stated that she incurred significant inconvenience, stress, and financial loss as a direct result of the landlord's decision requiring her to vacate the rental unit. She states that she was not given an opportunity to remain in the unit with a reasonable rent increase and that, had such an option been offered, she would have continued the tenancy.
17. The tenant explained that the landlord's rental property is an income-generating property and that the landlord owns additional rental units. The tenant believes that the rental income contributes toward paying the landlord's mortgage and maintains that this demonstrates the landlord's financial position is more stable than her own.
18. The tenant explains that, as a single mother, she was required to urgently secure alternative housing in a challenging rental market. She states that this process involved considerable time and effort, including searching for suitable rental properties, communicating with real estate agents and landlords, and making numerous inquiries through online platforms. She further submitted that she had to arrange childcare in order to attend property viewings and incurred fuel costs travelling to inspect potential rental units. The tenant stated that the process caused her significant mental distress and anxiety, particularly given the financial pressure of securing affordable accommodation. She stated that the rental increase she ultimately experienced should not have occurred and that she would have remained in the unit had the landlord allowed her to continue the tenancy at an increased rate. In addition, the tenant claimed costs associated with arranging and completing the move, as all of these expenses and inconveniences would have been avoided had the landlord chosen to increase the rent rather than require her to vacate the premises. The tenant emphasizes that she was a responsible and clean tenant, had maintained the unit in good condition, and had no prior issues in her tenancy history.
19. Accordingly, the tenant is seeking compensation for the inconvenience, additional expenses, and financial losses she states arose solely from the landlord's decision to terminate the tenancy rather than permit her to remain in the unit of \$1000.00.
20. The tenant is also seeking compensation for additional financial expenses incurred after securing a new rental unit. The tenant stated that upon moving to new accommodations, the monthly rent increased by \$500.00 compared to the previous rental unit, and the new monthly rent is \$1500.00. The tenant further submitted that the security deposit required for the new unit was 75% of the monthly rent, resulting in an amount that was \$625.00 higher than the security deposit paid for the previous residence. The tenant explained that, as a single mother, these increased housing costs placed her under significant financial strain and led to debt. She believes that these expenses would not have been incurred but for the landlord's decision to terminate the tenancy. On that basis, the tenant is seeking compensation representing six months of the \$500.00 monthly rent difference and security deposit difference, totaling \$3625.00.

Landlord's Position

21. The landlord disputed any responsibility for the costs claimed by the tenant in relation to moving, increased rent, or alleged inconvenience.
22. While the landlord expressed empathy for the tenant and acknowledged that relocating, as a single mother, may be difficult and stressful, they maintain that they acted properly and in accordance with the applicable requirements. The landlord explained that from the time they purchased the property, they were clear with the previous owners, the property agents, and the tenant that they did not intend to continue the tenancy. The landlord noted that they

also face financial pressures, including significant mortgage obligations. They stated that they are not in an easy financial position themselves and do not believe they should be held responsible for the tenant's increased living expenses following the lawful termination of the tenancy.

23. The landlord further stated that on 5-September, the tenant advised them of her intention to vacate the property by the end of September. The landlord submitted proof of the notice (LL#1) and noted that they generously accepted the notice and rent for the month of October was not paid. Accordingly, the landlord believes that they should not be held liable for the tenant's moving costs, increased rent, or other related expenses arising from the end of the tenancy.

Analysis

24. I accept the tenant's statements regarding the expenses they incurred during the moving-out process, as well as the difference in rent and security deposit between their current and previous rental units. I also accept that the landlord fully disputed the tenant's claim.
25. This Tribunal does not have the authority to award compensation for mental stress and suffering. I find that compensation sought by the tenant, such as increased rent, the new amount of security deposit, and costs of transportation, childcare, or time spent searching for housing and going to the viewings are typical expenses tenants may incur during any relocation. As determined in paragraph 14 of this Decision, the termination notice issued by the landlord was valid I find that the tenants failed to provide sufficient evidence to establish that these costs were incurred as a direct result of any improper action by the landlord, nor did they provide sufficient evidence demonstrating that the landlord should be liable for these expenses.
26. I also find that the tenant vacated the rental unit one month earlier than the date indicated in the landlord's notice. The tenant did not provide the required one-month notice of their intention to vacate and did not pay rent for the month of October. Despite this, they seek compensation for the difference between the rent of their former unit and the higher rent of their new unit. I find this claim to be unreasonable, given that their early vacate date and unpaid rent were not the result of the landlord's action.
27. Therefore, the tenant's claim for compensation for inconvenience and other expenses does not succeed.

Decision

28. The tenant's claim for compensation paid for inconvenience and other expenses does not succeed.

Summary of Decision

29. The termination notice issued by the landlord on 27-July-2025 is a valid termination notice.

30. The tenant's claim for compensation paid for inconvenience and other expenses does not succeed.

March 6, 2026
Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office