

Residential Tenancies Tribunal

Application 2025-1109-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 14-January-2026 at 1:47 pm.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, attended by teleconference alongside his authorized representative, [REDACTED].
3. The respondent, [REDACTED], hereinafter referred to as the tenant, also attended by teleconference.

Procedural History

4. All parties acknowledged they were properly served.

Issues before the Tribunal

5. Is the termination notice dated 30-September-2025 valid?

Legislation and Policy

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

Issue 1: Unpaid Rent

Landlord's Position

7. The landlord takes the position that the tenant vacated the premises without proper notice. He therefore seeks \$7200.00 in unpaid rent, representing the unpaid rent to the end of the fixed term contract; or, in the alternative \$1600, representing monthly rent of \$800/month for the two months that would not have been lost had the tenant provided the required two months' notice. He testified that the tenant made him aware he would be moving out on 22-September-2025 and left that same day. He also testified that he began looking for a new tenant immediately and was not able to place a new tenant in the unit until 1-December-2025, when he transferred an upstairs tenant with mobility

issues to the premises. He testifies that he is still short a tenant, as that upstairs unit remains vacant.

Tenant's Position

8. The tenant takes the position that he gave proper notice and therefore is not liable for any unpaid rent. He testified that the unit was uninhabitable due to mold and this was the reason he vacated.

Analysis

9. This case turns around a notice to vacate for allegedly uninhabitable premises. The *Act* has two provisions which are of particular importance for such a case, s. 21(1) and s. 34. They are as follows:

Notice where premises uninhabitable

21. (1) Notwithstanding subsection 18(1) and paragraph 18(3)(a), where a landlord contravenes statutory condition 1 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 effective immediately.

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.

10. T#1 page 6 and L#1 both show the same SMS text message, which the parties agree is the only written notice to vacate provided by the tenant. The text message is in writing but is not in the form prescribed by the minister. In accordance with s. 22(f) of the *Interpretation Act*, RSNL 1990 c I-19, not being in the prescribed form does not necessarily render it invalid. It contains the name of the recipient. It identifies the premises for which it was given. It does not explicitly state the section of the *Act* under which it was given but does state it was given as the premises are uninhabitable. This unambiguously refers to s. 21, the only section of the *Act* concerned about vacating due to uninhabitable conditions.
11. In order for a tenant to issue a valid termination notice under s. 21(1), the landlord must first contravene statutory condition 1 as set out in s. 10(1) of the *Act*. This condition reads as follows:
 1. Obligation of the Landlord -
 - (a) The Landlord shall maintain the residential premises in a good state of repair and fit for habitation during the tenancy and shall comply with a law respecting health, safety or housing.
 - (b) Paragraph (a) applies regardless of whether, when the landlord and tenant entered into the rental agreement, the tenant had knowledge of a state of non-repair, unfitness for

habitation or contravention of a law respecting health, safety or housing in the residential premises.

12. For the notice to be valid, then, the landlord must have failed to maintain the residential premises in a good state of repair and fit for habitation or have failed to comply with a law respecting health, safety, or housing. The onus is on the tenant to establish this on a balance of probabilities.
13. In order to support his position that the landlord failed to maintain the premises in a way fit for habitation, the tenant provides T#1, T#2, and T#3. T#1 page 1 shows a picture of a shower head near a window. There are no evident problems. T#1 page 8 show some discolouration and unaligned tiles on the ceiling above the shower. T#1 page 9 shows a few grey splotches on the windowsill which could possibly be a small amount of black mold, or equally likely some discolouration due to water. T#2 and T#3 are videos which show the same few blotches. The landlord denies the blotches are mold and testifies he consulted a contractor who confirmed this. He also testified that the blotches wiped away with a cloth.
14. Even if I accepted that these blotches were black mold, a few dots of mold on a windowsill does not render a premises uninhabitable. Due to the temperature and humidity, mold is a constant issue in Newfoundland communities. This tribunal is very familiar. While large amounts of mold present a hazard to health and home, small amounts are easily remedied and the proper approach can prevent its return.
15. I find that the tenant has failed to demonstrate the landlord contravened statutory condition 1. The notice is therefore invalid, and the tenant left without proper notice. I also accept the landlord's uncontradicted testimony that they were unable to mitigate their damages until placing a tenant in 1-December-2025.

Decision

16. The landlord's claim for unpaid rent succeeds in the amount of \$1600.00.

Summary of Decision

17. The tenant shall pay \$1600.00 to the landlord in unpaid rent.

26-January-2026

Date



Seren Cahill
Residential Tenancies Office