

Residential Tenancies Tribunal

Application 2025-1150-NL
Counter application 2026-0097-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 1:47 p.m. on 17-February-2026.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant”, attended via teleconference.
3. The respondent and a counter applicant, [REDACTED], hereinafter referred to as “the landlord”, attended via teleconference.

Preliminary Matters

4. The tenant submitted an affidavit with their application stating that they have served the landlord with the notice of the hearing electronically via email on 14-January-2026 (TT#1). The landlord confirmed receiving the notice of the hearing on that date. In accordance with the Residential Tenancies Act, 2018 this is good service.
5. The landlord submitted an affidavit with their application stating that they have served the tenant with the notice of the hearing electronically via email on 30-January-2026 (LL#1). The tenant confirmed receiving the notice of the hearing on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service, I proceeded with the hearing of both applications.
6. There was a written fixed-term rental agreement which commenced on 18-September-2025 for one year. The tenant vacated on 14-December-2025. Rent was \$700.00 per month, due on 18th of each month. A security deposit of \$700.00 was collected on 21-July-2025 by error, \$175.00 was refunded to the tenant and the portion of \$525.00 is still in the landlord’s possession.

Issues before the Tribunal

7. The tenant is seeking:
 - Validity of a termination notice;
 - Rent refunded \$70.00;
 - Security deposit refunded \$525.00.

8. The landlord is seeking:
 - Validity of a termination notice;
 - Rent paid \$4200.00.

Legislation and Policy

9. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
10. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 23: *Notice where landlord contravenes peaceful enjoyment and reasonable* and Section 34: requirements for notices, and the following section of the *Residential Tenancy Policy Manual*: Section 6-3: Mitigation on Abandonment of Residential Premises, Section 7-5: Interference with peaceful enjoyment and reasonable privacy.

Issue # 1: Validity of a Notice of Termination.

Relevant Submissions

11. The tenant submitted a copy of a termination notice that was given under the Section 23 of the *Act - Notice where landlord contravenes peaceful enjoyment and reasonable privacy* (TT#2). The termination notice was issued on 6-December-2025, to vacate on 14-December-2025 and served electronically via email on the same date.

Tenant's Position

12. The tenant stated that the termination notice was issued as a result of ongoing issues between herself and the landlord and the landlord's partner. She testified that there were several incidents that interfered with her peaceful enjoyment and reasonable privacy in the rental unit.
13. The tenant stated that she has documentary evidence, including screenshots of communications between herself and the landlord, to support some of these incidents. She further testified that there were additional verbal interactions for which she does not have documentary proof. According to the tenant, the landlord engaged in conduct that she described as serious interference with her peaceful enjoyment, including harassment related to her use of the bathroom. The tenant testified that access to and use of the bathroom is a basic necessity and that the landlord attempted to restrict her use of it. The tenant specifically referred to an incident that occurred on 24-October. She stated that she was unwell that night and used the bathroom three times due to her condition. She testified that the landlord sent her a message during the night stating that she was not permitted to use the bathroom multiple times and threatening to call the police if she continued to do so. The tenant stated that the landlord further indicated that she would be required to provide a medical note to justify such use. The tenant submitted screenshots of messages with translation generated by software application to support her claim (TT#3, exhibit 1,2).
14. The tenant also testified that the landlord threatened that, if the police were called, there would be a record of her involvement in alleged illegal activity, which could negatively impact her application for Canadian permanent residence. The tenant characterized these messages as threatening and harassing.

15. The tenant further testified that the landlord imposed additional restrictions regarding her use of the shower. She explained that the rental unit was shared with another tenant, as well as the landlord and the landlord's partner, and that all occupants used the same bathroom containing the shower. She stated that there was a second bathroom located downstairs; however, it did not contain a shower. According to the tenant, the landlord sent her several messages during working hours concerning her use of the bathroom. The tenant referred specifically to a message dated 20-November, in which the landlord stated that she was no longer permitted to soak her feet in water in the bathroom before bed (TT#3, exhibit 4). The tenant testified that the landlord further indicated that the washroom was to be used strictly for showering purposes and that she was expected to avoid making noise, to be as quiet as possible, and to be gentle while using it. The tenant stated that she has always attempted to be quiet; however, she explained that some ordinary and unavoidable noise would naturally occur when using the bathroom. She further testified that the landlord accused her on several occasions of taking showers at approximately 1:00 a.m., which she stated was not accurate. She described these accusations as additional restrictions placed upon her use of the bathroom. The tenant testified that receiving repeated complaints and messages regarding her use of the bathroom caused her significant frustration and distress (TT#3, exhibit 3,5,6).
16. The tenant further testified that on 24-November she was listening to music while showering, and the landlord complained about the noise. The tenant stated that she was listening to music until approximately 10:30 p.m. on 6-December while getting ready for bed. She explained that the quiet hours in the unit begin at 11:00 p.m., and therefore the music was not played during quiet hours. The tenant testified that she fell asleep while the landlord contacted the police without providing any request to lower the volume before. She stated that the police were called at approximately 9:45 p.m. The tenant further testified that on 7-December at approximately 10:50 a.m., the police were called again. She stated that the landlord's partner appeared to be recording her on a phone. The tenant testified that she told the landlord's partner that she did not consent to being recorded and asked that the video be deleted. She stated that, at or around the same time, the landlord contacted the police alleging that the tenant was harassing them. According to the tenant, the police attended and the report was classified the matter as a "Priority Three," indicating that it was not a police matter, as shown in the police records provided by the tenant to support their claim (TT#4). The tenant described both police attendances as distressing and stated that it contributed to her frustration and explained that calls to police were made without reasonable grounds and were intended to disturb and intimidate her. The tenant further stated that after the police left on 6-December, the landlord told her that she should have vacated the unit.
17. The tenant testified that, due to escalating restrictions, repeated complaints, threats, and police involvement, she felt insecure in the rental unit. According to the tenant, these incidents led to the issuance of the termination notice.
18. The tenant stated that on 6-December she issued a termination notice on the basis of unreasonable disturbance and interference with her reasonable privacy and peaceful enjoyment of the rental premises. She testified that the cumulative effect of the incidents led her to conclude that she could no longer remain in the unit.

Landlord's Position

19. The landlord acknowledged that they received a termination notice issued by the tenant. However, the landlord disputed the validity of the termination notice.
20. The landlord denied harassing the tenant and stated that their communications consisted of polite reminders related to cleanliness and noise within the unit. The landlord testified that the messages were intended to ensure that shared areas were cleaned after use and that quiet enjoyment was maintained for all occupants. The landlord characterized these communications as part of managing the rental property and maintaining household standards in a shared accommodation. The landlord further stated that, following the initial disputes, the tenant suggested improving communication between the parties. According to the landlord, the tenant apologized during that discussion, and the situation improved for a period of time. However, the landlord testified that after a few days, cooperation from the tenant disappeared.
21. The landlord stated that when there were no issues, no reminders were sent. They maintained that their communications were reasonable, polite, and limited to addressing concerns as they arose. The landlord submitted screenshots of their communication translated themselves to support their claim (LL#2). The landlord therefore disputed that their conduct amounted to harassment, unreasonable disturbance, or interference with the tenant's privacy or peaceful enjoyment.

Analysis

22. Section 23 of the *Residential tenancies Act* states:

Notice where landlord contravenes peaceful enjoyment and reasonable privacy

23. (1) Notwithstanding subsection 18(1) and paragraph 18(3)(a), where a landlord contravenes statutory condition 7(b) 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 on a specified date not less than 5 days, but not more than 14 days, after the notice has been served.

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

- (a) be signed by the tenant;
- (b) state the date on which the rental agreement terminates and the tenant intends to vacate the residential premises; and
- (c) be served in accordance with section 35.

23. Section 34 of the *Residential tenancies Act* states:

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.

24. I accept the landlord's and the tenant's testimonies, indicating that the landlord was properly served with a termination notice on 6-December-2025 under Section 23: *Notice where landlord contravenes peaceful enjoyment and reasonable privacy* to vacate on 14-December-2025, in accordance with Section 34 of the Act as stated above. The termination date was given not less than 5 days after the notice was served and meets the requirements of the Act and therefore, I find that the termination notice is a valid notice from a timeline perspective and technical requirements but must be further analyzed for validity (see below).
25. Both parties provided evidence and testimony regarding the circumstances prior to the issuance of the tenant's termination notice. I have considered the statements of both the tenant and the landlord. I find that their accounts are contradictory.
26. The landlord maintains that their communications consisted of polite reminders related to cleanliness and noise management within a shared accommodation. The landlord denies that their conduct amounted to harassment or unreasonable disturbance and submits that they were merely managing the rental property. The tenant, however, provided detailed testimony and documentary evidence, including screenshots of communications, to support her position that the landlord imposed ongoing and escalating restrictions on her use of basic facilities, particularly the bathroom and shower. The tenant's evidence included messages restricting the frequency and manner of bathroom use, prohibiting soaking her feet, instructing her to avoid making normal sounds while using the washroom, and threatening to contact police. The tenant also provided evidence of police attendance, which was classified as a non-police matter. While I am not in a position to assess the accuracy of the app-generated translation of the tenant's screenshots, I note that the translations appear more formal and stricter in tone than the self-translated messages provided by the landlord, and this distinction is relevant only to the extent that it supports consistency in the tenant's account.
27. After reviewing the evidence, I find the tenant's testimony to be more detailed, consistent, and supported by documentary records. The communications submitted by the tenant corroborate her position that the landlord made restrictions that extended beyond reasonable household management in a shared living arrangement. I accept the tenant's evidence that the landlord's conduct included repeated complaints, threats of police involvement, and restrictions on the use of essential facilities. Access to and reasonable use of a bathroom is a fundamental aspect of residential tenancy. While some level of coordination is expected in shared accommodation, I find that restrictions such as limiting the number of nighttime uses, requiring justification for bathroom use, prohibiting ordinary activities, and repeated threats of police involvement amount to unreasonable interference. I further find that the police calls, where the matter was not deemed a police issue, contributed to an intimidating and unstable living environment for the tenant. On a balance of probabilities, I find that the cumulative effect of these actions constituted substantial interference with the tenant's reasonable privacy and peaceful enjoyment of the rental unit. Accordingly, I find that the tenant had sufficient grounds to issue the termination notice on the basis of unreasonable disturbance and interference with her privacy and peaceful enjoyment. I therefore find the termination notice to be valid.

Decision

28. The termination notice is a valid notice.

**Issue # 2: Rent Refund \$70.00.
Rent paid \$4200.00.**

Relevant Submissions

29. The tenant is seeking rent refund for 3 days, totaling to \$70.00.
30. The landlord is seeking rent to be paid for the months of December-June-2026 and submitted a rental ledger to support their claim, see copy below:

Date	Transaction Description	Amount Due	Amount Paid	Balance
Dec 18, 2025 – Jan 17, 2026	Rent Loss	\$700.00	\$0.00	\$700.00
Jan 18, 2026 – Feb 17, 2026	Rent Loss	\$700.00	\$0.00	\$700.00
Feb 18, 2026 – Mar 17, 2026	Rent Loss	\$700.00	\$0.00	\$700.00
Mar 18, 2026 – Apr 17, 2026	Rent Loss	\$700.00	\$0.00	\$700.00
Apr 18, 2026 – May 17, 2026	Rent Loss	\$700.00	\$0.00	\$700.00
May 18, 2026 – Jun 17, 2026	Rent Loss	\$700.00	\$0.00	\$700.00
Total				\$4,200.00

Tenant's Position

31. The tenant is seeking a refund of \$70.00, representing overpaid rent for the month of December. The tenant testified that rent was paid up to 18-December; however, she vacated the rental unit on 14-December. As a result, she is claiming reimbursement for three days of rent. The tenant further stated that she experienced significant inconvenience as a result of issuing the termination notice. She testified that she did not have sufficient time to secure alternative accommodation and therefore resided with a friend for approximately one month while searching for a new rental unit.

Landlord's Position

32. The landlord disputed the tenant's claim for a refund and instead seeks payment of rent for the remaining six months of the fixed-term tenancy, up to June-2026. The landlord testified that the tenancy was a fixed-term agreement and that the tenant remains responsible for rent for the duration of the term due to an invalid termination notice. The landlord further stated that they did not advertise the unit for re-rental, explaining that they were awaiting the outcome of this hearing and were uncertain how the matter would be determined.

Analysis

33. I accept the testimony of both parties regarding rent payment.
34. As previously determined in paragraph 29 of this Decision, I have found that the tenant's termination notice was valid. Accordingly, the tenancy legally ended pursuant to that notice on 14-December-2025. Where a tenancy is properly terminated due to substantial interference with peaceful enjoyment or privacy, the tenant is not responsible for rent

beyond the effective date of termination. In this case, the evidence indicates that the tenant vacated the rental unit on 14-December, where both parties acknowledged that rent had been paid up to 17-December, where rent is due on 18th day of each month. On that basis, I find that the tenant paid rent for three days beyond the date she vacated the unit. As the tenancy had lawfully ended, the landlord was not entitled to claim rent after the tenant had vacated pursuant to a valid termination notice. I therefore find that the landlord shall refund the tenant \$69.03 - the amount representing three days of rent, calculated as follows:

$$\begin{aligned} \text{Daily rate: } & \$700 \times 12 \text{ mths} = \$8400.00 \\ & \$8400 / 365 \text{ days} = \$23.01 \text{ per day} \\ & \$23.01 \times 3 \text{ days} = \$69.03 \end{aligned}$$

35. With respect to the landlord's claim for six months of rent for the remainder of the fixed-term tenancy, I find that this claim does not succeed. As I have determined that the termination notice was valid, the tenancy ended on lawful grounds, and the tenant is not liable for rent beyond that date. Further, a landlord has an obligation to *mitigate their losses* by taking reasonable steps to re-rent the unit following the end of a tenancy, as reflected in *Policy 6-3*. I find that awaiting the hearing outcome does not relieve the landlord of their obligation to mitigate rental losses. Accordingly, I find that the landlord's claim for six months of rent is not reasonable and does not succeed.

Decision

36. The tenant's claim for rent refund succeeds in the amount of \$69.03.
37. The landlord's claim for rent paid does not succeed.

Issue # 3: Security deposit to be refunded \$525.00

Analysis

38. Section 14 of the *Residential Tenancies Act, 2018* states:

Security deposit

14. (8) A security deposit is not an asset of the landlord but is held by the landlord in trust and may be used, retained or disbursed only as provided in this section.
- (9) Not later than 10 days after the tenant vacates the residential premises, the landlord shall return the security deposit to the tenant unless the landlord has a claim for all or part of the security deposit.
- (10) Where a landlord believes he or she has a claim for all or part of the security deposit,
- (a) the landlord and tenant may enter into a written agreement on the disposition of the security deposit; or
 - (b) the landlord or the tenant may apply to the director under section 42 to determine the disposition of the security deposit.
- (11) Where a tenant makes an application under paragraph (10)(b), the landlord has 10 days from the date the landlord is served with a copy of the tenant's application to make an application to the director under paragraph (10)(b).

39. The landlord's claim for monies owed is not successful, as set out in paragraph 37 of this decision, and no valid claim against the security deposit has been established. The tenant's claim has been successful, as outlined in paragraphs 28 and 36. Accordingly, the

security deposit shall be refunded to the tenant. Pursuant to the *Residential Tenancies Act, 2018* the landlord must pay interest on a security deposit to a tenant for the entire period that the landlord has had the security deposit. The interest is calculated as simple interest and is not compounded. The interest in 2025 was 1%, the annual interest in 2026 is 0%.

Decision

40. Security deposit plus interest of \$527.36 is to be refunded to the tenant.

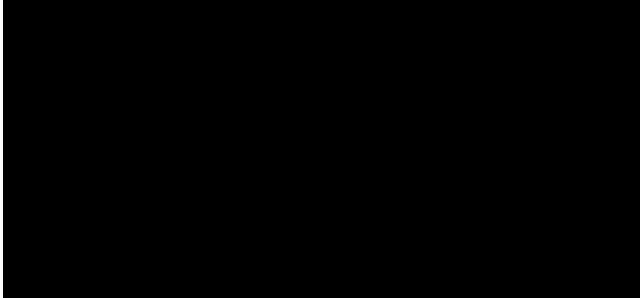
Summary of Decision

41. The termination notice issued on 6-December-2025 is a valid termination notice.

42. The landlord’s claim for rent paid does not succeed.

43. The landlord shall pay \$596.39 to the tenant as follows:

Rent.....	\$69.03
Security Deposit plus interest	\$527.36
Total	\$596.39



March 20, 2026
Date

Oksana Tkachuk, Adjudicator
Residential Tenancies Office