

Residential Tenancies Tribunal

Application 2026-0010-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was originally scheduled on 10-February-2026 at 1:45 pm.
2. The applicant, [REDACTED], hereinafter referred to as the tenant, attended by teleconference.
3. The respondent, [REDACTED] hereinafter referred to as the landlord, also attended via teleconference.

Preliminary Issues

4. On the hearing date, the respondent asked for a postponement and the applicant consented. Unfortunately, the parties and this tribunal were unable to find a time everyone would be available due to time zone variation. It was mutually agreed that the parties would be heard by written submission.
5. The tenant's submission was solicited and received, then the landlord was given the opportunity to respond. The tenant was then given the opportunity to respond to the landlord's submissions. I thank the parties for their patience with this process, which took longer than originally anticipated.
6. This was a fixed term 6-month lease agreement with rent set at \$525.00/month due on the 15th of each month, and a security deposit of \$250.00 which has been returned to the tenant.

Issues before the Tribunal

7. Should the tenant's claim for a refund of rent and compensation for inconvenience succeed?

Legislation and Policy

8. 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: Refund of Rent and Compensation for Inconvenience

Tenant's Position

9. The tenant seeks a refund of rent in the amount of \$525.00, the entirety of the rent he paid for the month of December 2025, as well as \$150.00 in compensation for inconvenience, which he says represents the cost of two pieces of luggage. He says he resided at the property for only 4 days and saw the unit was infested with bedbugs. He moved out of concern for his health. He explains the luggage could not be cleaned and therefore had to be disposed of. The tenant provided several images I have labeled T#1 to T#7. T#1 and T#2 are each photos of a single bed bug. T#3-T#7 are all screenshots of SMS text messages between the landlord and the tenant.

Landlord's Position

10. The landlord says that the first he heard of the complaint of bedbugs was when the tenant stated he was moving out. He went on to explain that he attended the premises at the next available opportunity with the permission of the other tenant in common. He says he performed an inspection and found no sign of bedbugs or other pests. He provided hearsay evidence from the other tenant stating that the tenant had left after an argument between them. He notes that he received no termination notice from the tenant. He says he had an exterminator attend the premises a few days later and they found no sign of bedbugs. He testified that he began to look for a new tenant immediately, but could not place anyone until 15-January-2026, one full month and one day after the tenant initially moved in. The landlord provided several documents I have labeled L#1-L#15. L#1-L#8 are screenshots of SMS text messages between the landlord and the other tenant in common. L#9-L#10 are screenshots of SMS text messages between the landlord and the tenant. L#11-L#13 show the rental agreement.

Analysis

11. S. 18(1)(c) of the *Act* states that in a fixed term rental agreement, a tenant shall provide notice of termination not less than 2 months before the end of the term. Notwithstanding this, a rental agreement may be terminated for cause with less notice as per s. 19-24 of the *Act*. In no case is either party able to terminate a rental agreement without providing written notice. Under s. 34, any notice must contain the name and address of the recipient, identify the residential premises for which it was given, and state the section of the *Act* under which it was given. In this case the evidence makes clear that the tenant did not provide a formal notice of termination, and his text message communication does not meet the statutory requirements of a formal notice.
12. The tenant did not give adequate notice of termination, and the landlord was unable to mitigate the loss by finding a new tenant before the end of the first month, so he is entitled to the full monthly rent for the first month. The tenant's claim for a refund of rent fails.
13. In terms of the tenant's claim for compensation, the tenant provided no evidence of the damage luggage or its cost of replacement. As the claimant, the onus is on the tenant to

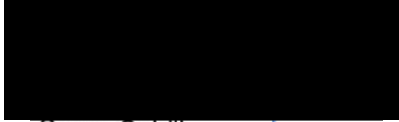
establish their claim on a balance of probabilities. They have provided this tribunal with insufficient evidence to assess the damage they say was caused by the landlord's failure to maintain the premises in good repair. The tenant's claim for compensation for inconvenience fails.

Summary of Decision

14. The tenant's claims fail.

26-June-2026

Date



Seren Cahill
Residential Tenancies Office