

Residential Tenancies Tribunal

Application 2026-0064-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:15 a.m. on 9-February-2026.
2. The applicant, [REDACTED] hereinafter referred to as “the tenant”, attended by teleconference.
3. The respondents, [REDACTED], hereinafter referred to as “the landlords” did not attend.

Preliminary Matters

4. The respondents were not present or represented at the hearing and I was unable to reach them by telephone at the start of the hearing. This Tribunal’s policies concerning notice requirements and hearing attendance have been adopted from the Rules of the Supreme Court, 1986. According to Rule 29.05(2)(a) respondents to an application must be served with claim and notice of the hearing 10 clear days prior to the hearing date and, where the respondent fails to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondent’s absence so long as they have been properly served.
5. The tenant submitted an affidavit with their application stating that they had served the landlords with the notice of hearing electronically via e-mail to respondent 2 in care of respondent 1 on 23-January-2026 (TT#1). The tenant also submitted proof of sent email on that day and explained that one email address was provided by the landlords in the rental agreement for the communication and was previously used for rental e-transfers (TT#2,3). In accordance with the Residential Tenancies Act, 2018 this is good service. As the landlords were properly served, and as any further delay in these proceedings would unfairly disadvantage the tenant, I proceeded with the hearing in their absence.
6. The tenant stated that there was a written fixed-term rental agreement between himself, another tenant and the landlord with their agent, beginning on 2-July-2025 until 1-October-2025, after which the tenancy continued on a month-to-month basis. The tenant also explained that although both tenants were listed on the same rental agreement, they had separate rooms and each paid their own security deposit and rent. Based on this evidence, I find that the tenancy was not a joint tenancy. Section 8(1)(c) of the *Residential Tenancies Act* states that parties may enter into a fixed-term rental agreement for a term of not less than six months, and therefore the timeframe provided by the tenant does not meet the

minimum six-month requirement for a valid fixed-term tenancy under the *Act*. Therefore, I accept that the parties had a month-to-month agreement. The tenant vacated on 18-December-2025. Rent was \$600.00 per month, due on the first of each month. A security deposit of \$300.00 was collected on 2-July-2025 and is still in the landlord's possession.

Issues before the Tribunal

7. The tenant is seeking:
 - Validity of a termination notice;
 - Rent refunded \$851.61;
 - Compensation paid for damages \$362.24;
 - Security Deposit refunded \$300.00;

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*.
9. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 21: Notice where premises uninhabitable, *Residential Tenancies Policy 2-4*; Deposits, Payments and Fees, Section 7-1 of the *Residential Tenancies Policy*: Notice of Termination.

Issue # 1: Validity of a termination notice

Relevant Submissions:

10. The tenant submitted a copy of termination notice (TT#4) issued to the landlord under Section 21: *Notice where premises uninhabitable* that was issued on 16-December-2025 with a termination date of 16-December-2025. The tenant testified that the notice was served electronically via email on the same date they had been issued.

Tenant's Position:

11. The tenant testified that they issued a termination notice under section 21 of the *Act*, asserting that the rental premises were uninhabitable and that they were required to vacate immediately. The tenant stated that they began experiencing a flea infestation in October-2025. They explained that there were numerous fleas present in their bedroom and throughout the common areas of the unit. The tenant testified that they observed a significant number of flea eggs in the kitchen, on the dining table. They stated that they experienced frequent flea bites during both the night and the day and that fleas were jumping on them while they were preparing meals in the kitchen.
12. The tenant further explained that there were two cats residing in the unit, including the landlord's own and another tenant's cat, and stated that both animals were fully covered in fleas. The tenant stated that one of the cats died and expressed their belief that the death was related to the flea infestation. They further stated that the other cat remained infested throughout the tenancy. In addition, the tenant testified that on 6-December they observed a rat on the premises. The tenant submitted photographs showing evidence of rat presence and flea infestation to support their claim (TT#5).

13. The tenant testified that they notified the landlord of the flea issue immediately after becoming aware of it; however, they stated that no steps were taken by the landlord to address the problem since October-2025. The tenant further testified that on 7-December-2025, they submitted a written request for repairs requiring immediate professional extermination for rodents and fleas (TT#6) to be completed by 15-December-2025. The tenant testified that, as no steps were taken by the landlord to eliminate the infestation, the premises become uninhabitable and therefore they issued a termination notice to vacate the unit.

Analysis

14. After reviewing the termination notice submitted, I find that the tenant relied on both section 21 and section 23 of the *Residential Tenancies Act, 2018* to terminate the rental agreement. Pursuant to section 7.1 of the *Policy, Termination by More Than One Section of the Act, a party serving a termination notice is only required to establish the validity of one of the referenced statutory grounds*. Accordingly, this termination notice will be first analyzed for its validity of the Section 21 of the *Act*.

15. Section 21 of the *Residential Tenancies Act, 2018* states:

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.*

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

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

(b) *state the date 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*

(c) *be served in accordance with section 35.*

16. I accept the tenant's testimony and documentary evidence regarding the condition of the unit, as the landlord was not present or represented at the hearing to provide testimony or rebuttal evidence. The evidence submitted demonstrates that the premises had a significant infestation of both rodents and fleas.

17. I further accept the tenant's testimony that, prior to issuing the termination notice, they served the landlord with a written Request for Repairs relating to the infestation. I accept their evidence that the landlord took no steps to arrange extermination for either the rodent or flea infestation. Given the severity of the infestation and the landlord's failure to take action after receiving the Request for Repairs, I find that the tenant had valid grounds to issue a termination notice. I also find that the termination notice was issued on 16-December-2025 and was properly served on that same date.

18. Based on the evidence and testimonies presented, I find that the termination notice issued by the tenant is valid. In accordance with Section 21 of the *Residential Tenancies Act, 2018*

as stated above, the termination notice meets the requirements of the *Act* and is a valid notice.

Decision

19. The termination notice is a valid notice.

Issue # 2: Rent refunded \$851.61

Tenant's Position:

20. The tenant is seeking compensation in the form of a rent refund. The tenant testified that beginning in October, they experienced a significant amount of stress and discomfort due to flea and rats' presence and flea bites while residing in the rental unit, and that these conditions resulted in a loss of enjoyment of the premises.
21. The tenant further testified that the flea bites occurred primarily in their bedroom during the night, and also in shared areas, including the kitchen when they were cooking. The tenant stated that they observed a large amounts of flea eggs in the dining area and on the dining table. They testified that they were experiencing approximately 40 bites each night, contributing to their stress and discomfort. The tenant also testified that in December, they observed a rat in the kitchen, which increased their concerns about the overall safety and habitability of the unit. The tenant submitted photographic evidence to support their claim (TT#5).
22. The tenant stated that as a result of these issues, they are seeking a refund one-half month's rent for October, November and December. The tenant further testified that they are also seeking compensation for 12 days in December, following their decision to vacate the unit as it had become uninhabitable due to the flea infestation.

Analysis

23. After reviewing the testimony and evidence, I accept that the tenant experienced continuous issues with fleas beginning in October and later observed a rat in the kitchen in December. I find that these conditions would reasonably cause a tenant to experience stress, discomfort, and a loss of enjoyment of the premises. Accordingly, I accept that the tenant did experience a disruption to their enjoyment of the unit.
24. However, I also note that the tenant chose to remain in the unit despite being aware of the infestation issues. I accept that the landlord failed their obligation to provide a habitable premises with the tenant's decision to continue residing in the unit, I find that a 30% rent refund is a fair and reasonable measure of compensation for the months of October, November and December. Based on the monthly rent of \$600.00, the compensation is calculated as follows:
October: $30\% \times \$600 = \180.00
November: $30\% \times \$600 = \180.00
25. With respect to December, as determined in paragraph 19 of this Decision, the termination notice was valid. The tenant testified that the rent for December was paid in full. As the tenants vacated the unit on 18-December, I find that they are entitled to reimbursement for the remaining 12 days of the month, along with the applicable compensation. Using the daily rent formula of $\$600 \times 12 \text{ (months)} \div 365 \text{ (days)} = \19.73 per day, the full reimbursement owed for the unused 12 days of December is \$236.71. The 30%

compensation rate is applied to the 18-day period during which the tenant remained in the unit. Therefore: Rent value for 18 days: $\$19.73 \times 18 = \355.14
30% compensation: $30\% \times \$355.14 = \106.52
Accordingly, the total amount owing to the tenant for the month of December is $\$343.23$

26. Therefore, the full compensation award to the tenant is $\$703.23$.

Decision

27. The tenant's claim for rent refund succeeds in the amount of $\$703.23$.

Issue # 3: Compensation paid for Damages $\$362.24$

Relevant Submissions:

28. The tenant is seeking compensation paid for damages as per ledger submitted, see copy below:

1	Emergency Veterinary Fee(Emergent Pet Medical Care)	\$ 277.15
2	Advantage II (Emergency flea mitigation.)	\$ 51.74
3	Steam Mop (Sanitation equipment (50% depreciation))	\$ 33.35

Tenant's Position:

#1 & #2: Emergency Veterinary Fee $\$277.15$ and Flea treatment for the cat $\$51.74$.

29. The tenant testified that at the beginning of the tenancy there were two cats in the unit; however, one later died. The tenant believes the death was attributable to the flea infestation present in the unit. The tenant further testified that the landlord's cat, which remained in the unit, was also infested with fleas and exhibited significant flea-related symptoms. According to the tenant, this issue was discussed with the landlord, and it was agreed that the tenant would take the landlord's cat to a veterinarian for treatment related to the infestation. The tenant stated that the landlord confirmed that they would reimburse all the cost for the veterinary care, but no reimbursement was ever provided.

30. The tenant is also seeking compensation for the cost of flea treatment for the cat, in the amount of $\$51.74$. The tenant testified that they used this treatment daily following the cat's bath to address the flea issue. The tenant submitted photographic evidence showing the condition of the cat and a receipt showing that the examination was provided, along with a statement confirming that payment was made for the treatment (TT#7). The tenant testified that veterinary examination and prescribed treatment for the cat was an appropriate and necessary step in the circumstances.

#3: Steam mop $\$33.35$.

31. The tenant testified that they purchased the steam mop after conducting research and learning that high heat can kill fleas. The tenant submitted a receipt in support of this expense (TT#8). The tenant is claiming 50% of the purchase cost, explaining that this accounts for depreciation. The tenant further testified that the steam mop was used not only in their own rental room, but also in the kitchen, dining area, and bathrooms. The tenant stated that they continued to use the steam mop to clean common areas, including after observing a rat in the kitchen.

Analysis

32. In accordance with *Residential Tenancies Policy* 9-3, the applicants are required to show:

- *That the damage exists;*
- *That the respondent is responsible for the damage, through a willful or negligent act; and*
- *The value to repair or replace the damaged item(s).*

In this case, I accept that the tenant incurred damages/losses as a result of the circumstances described. Accordingly, each issue raised by the tenant will be analyzed as follows:

#1 & #2: Emergency Veterinary Fee \$277.15 and Flea treatment for the cat \$51.74

33. Based on the evidence and testimony presented, I accept the tenant's statement that a flea infestation was present in the unit during the tenancy. The photographs submitted clearly show the condition of the cat, and I accept this evidence as corroborating the tenant's account of the severity of the infestation.

34. I also accept the tenant's testimony that the matter was discussed with the landlord and that the parties agreed the tenant would take the landlord's cat for a veterinary examination and treatment, and that the landlord would reimburse all veterinary-related expenses, as the landlord was not present or represented during the hearing to provide their account. The tenant submitted receipts showing an emergency veterinary fee of \$277.15 and flea treatment costing \$51.74, along with confirmation of payment. On a balance of probabilities, I find that the flea infestation was linked to the presence of cats in the unit and that the veterinary care and flea treatment were reasonable, necessary, and directly related to addressing that issue. Therefore, I accept that these expenses were directly connected to addressing the flea infestation in the unit.

35. In reaching this conclusion, I also rely on the reasoning of the *Supreme Court of Newfoundland and Labrador in 2022 NLSC 77*, where the Court confirmed that the Director has the jurisdiction to adjudicate *quantum meruit* claims advanced by a tenant in respect of services provided to a landlord that the landlord ought to have provided in furtherance of their obligation to ensure the tenant's peaceful enjoyment of the premises. In this case, the veterinary examination and flea treatment were services that the landlord was responsible for arranging or undertaking, given their connection to the condition of the unit and the landlord's own cat.

36. I find that the tenant provided necessary services that the landlord should have addressed, and they did so in reliance on the landlord's agreement to reimburse the related costs. As such, the tenant is entitled to recover the expenses incurred.

37. Accordingly, I find that the tenant's claim for reimbursement succeeds in full amount.

#3: Steam mop \$33.35

38. Based on the evidence presented, I accept the tenant's testimony that the purchase of the steam mop was a reasonable and necessary step in responding to the flea infestation in the unit for eliminating fleas. I accept the tenant's statement that the steam mop was used not only in the tenant's rental room but also in shared areas of the unit, including the kitchen, dining area, and bathrooms, in an effort to address the infestation.

39. The tenant is seeking reimbursement of 50% of the cost, citing depreciation. Given the circumstances and the tenant's credible testimony, as well as the supporting documentation provided, I find that reimbursement of 50% of the purchase price is reasonable. The tenant has provided sufficient evidence to support this claim, and therefore I find that the tenant's claim succeeds in full.

Decision

40. The tenant's claim for damages succeeds in the amount of \$362.24.

Issue # 4: Hearing expenses \$80.00.

Relevant Submission

41. The tenant paid \$20.00 for the application fee and \$60.00 for commissioner of Oaths services and is seeking reimbursement. The tenant submitted a copy of the receipts to support the claim (TT#9).

Analysis

42. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual: Costs*, general claimable costs may include the costs incurred in the preparation for the hearing.

43. As the tenant's claim was successful as per paragraphs 19, 27 and 40, the tenant will be awarded \$80.00 for the hearing expenses.

Decision

44. The tenant's claim for compensation paid for the hearing expenses succeeds in the amount of \$80.00.

Issue # 5: Security deposit to be applied against any monies owed \$300.00

Analysis

45. 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).

46. The tenant's claim for losses has been successful as per paragraphs 19, 27, 40 and 44 and as such, 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%, and the annual interest in 2026 is 0%.

Decision

47. The security deposit plus interest of \$301.50 is to be refunded.

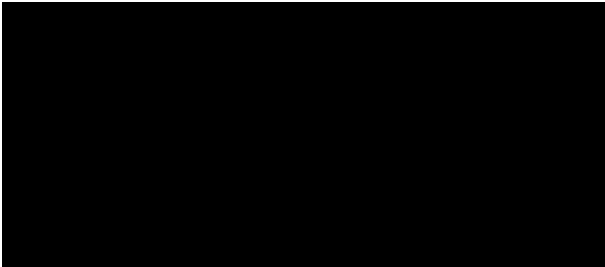
Summary of Decision

48. The termination notice is a valid termination notice.

49. The landlords shall pay the tenant \$1446.97 as follows:

Rent refund	\$703.23
Damages	\$362.24
Hearing expenses	\$80.00
Security deposit plus Interest	\$301.50
Total	\$1446.97

March 5, 2026
Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office