

## Residential Tenancies Tribunal

Application 2026-0084-NL and 2026-0184-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 18-March-2026 at 9:05 am.
2. The applicant of the initial claim, [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. Both parties acknowledged they were properly served.
5. There was a service issue regarding the tenant's evidence not being served in full on the landlord, though many of them were pictures and documents she already had access to. Given the high probative value of the evidence I allowed for the tenant to re-send the evidence to the landlord and gave her the opportunity to respond to it via a written submission. LL#20 and LL#21 are admitted as her response. She also provided other additional evidence to bolster her position rather than respond to the tenant's evidence, and this was not admitted, nor was additional evidence the tenant sought to submit after the hearing date.

### Issues before the Tribunal

6. Should the landlord's claim for an order of vacant possession succeed?
7. Should the landlord's claim for unpaid rent and utilities succeed?
8. Should the tenant's claim for an order for repairs and rent reduction succeed?
9. What is the proper disposition of the security deposit?

### Legislation and Policy

10. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act*, 2018 (the *Act*).
11. Also considered and referred to in this decision are sections 22 and 24 of the *Act*, as follows:

**Notice where tenant's obligation not met**

**22.** (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b), where a tenant contravenes statutory condition 2 set out in subsection 10(1), the landlord may give the tenant notice requiring the tenant to comply with the condition.

(2) Where a tenant contravenes statutory condition 2 set out in subsection 10(1) within 3 days after the notice under subsection (1) has been served or within a reasonable time, the landlord may give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential premises on a specified date not less than 5 days after the notice has been served.

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

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

**Notice where tenant contravenes peaceful enjoyment and reasonable privacy**

**24.** (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b), where a tenant contravenes statutory condition 7(a) set out in subsection 10(1), the landlord may give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential premises on a specified date not less than 5 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 landlord;
- (b) state the date on which the rental agreement terminates and the tenant is required to vacate the residential premises; and
- (c) be served in accordance with section 35.

**Issue 1: Vacant Possession**

12. To receive an order for vacant possession, a landlord must provide a valid termination notice. To be valid, a notice must comply with all relevant provisions of the *Act*. Two such notices were brought to my attention.
13. L#1 is the first termination notice, an email dated 6-September-2025. It has several deficiencies, for instance, it gives a move out date of 7-December-2025, while the *Act* requires under s. 18(9) that a three-month notice has a move-out date that is the end of the rental period. In any event, it was made unenforceable by the issuance of a second termination notice, L#2, which has a later termination date.

14. L#2 is in writing in the form prescribed by the minister. It contains the name and address of the recipient. It identifies the residential premises for which it is given. It states that it is issued under s. 22 and s. 24 of the *Act*. It therefore complies with s. 34.
15. L#2 was not signed by the landlord. This could be sufficient to render it invalid under s. 22(3)(a) and s. 24(2)(a). However, the landlord argues that her that it was served via email and her email contained a signature.
16. In order to be valid under s. 22, a termination notice must be issued after a tenant has failed to keep the premises clean and/or repair damage they caused, been served a notice requiring them to comply with the condition and failed to rectify the issue within three days or a reasonable time. The landlord's testimony and evidence does not suggest the tenant was given such a notice to comply with. The only potentially actionable instructions he was given in writing were "can you make sure my house doesn't look like this?" in reference to a photo, which is too ambiguous to be enforceable in this context, and to "have [his] items removed before [he] leaves [the] house," which obviously cannot form the basis of an eviction because it presupposes the tenant vacating the premises. In any case, neither of these would be considered proper notices as they do not comply with s. 34. L#2 is therefore invalid under s. 22.
17. To be valid under s. 24, a termination notice must have been issued after a tenant unreasonably interferes with the rights and reasonable privacy of a landlord or other tenants in the residential premises, a common area or the property of which they form a part, as per s. 10 of the *Act*. The onus is on the landlord to prove this on a balance of probabilities.
18. The landlord submitted that the tenant interfered with the peaceful enjoyment of the other tenants in three ways: threats, rendering the kitchen unusable, and blocking the entrance to the downstairs tenant's unit. In support of this she provided L#3 through L#19, pictures taken by other tenants and communications from them. L#3-L#4 show a red pickup truck, the tenant's vehicle, parked in front of the side of the house. The landlord testified that the entrance to the downstairs apartment is on this side. The angles make it difficult to tell how much clearance is left to go around the truck, but it appears to be walkable. The other photos show items or dirt around the premises and do not generally speak to the issue of interference with peaceful enjoyment.
19. The landlord had no direct knowledge of the events in the premises. She relies on what she says other tenants have told her. Her testimony and the screenshots she provides are both examples of hearsay. Hearsay is defined as the words (or other expressive communication) of another used as proof of what is said. It is a notoriously unreliable form of evidence and presumptively inadmissible in courts of law. This tribunal is not a court of law and can and does accept hearsay evidence (see s. 46(2)(c) of the *Act*). However, for the same reasons courts shun hearsay evidence, this tribunal affords it low evidentiary weight. In other words, it is not very convincing.
20. The tenant denies making any threats, rendering the kitchen unusable, or blocking his downstairs neighbour's entrance. In particular, he says he only blocks the entrance insofar as he parks in the driveway in the only space cleared of snow, specifically because he shoveled the snow from the space to park there. He has direct personal

knowledge of what has transpired in the premises. His testimony was plausible and internally consistent. There is no reason for this tribunal to question its reliability or credibility.

21. The tenant's evidence is more persuasive than the landlord's, and this tribunal accepts his account. L#2 is invalid under s. 24.

#### Decision

22. LL#2 is invalid. The landlord's claim for an order of vacant possession fails.

#### **Issue 2: Unpaid Rent and Utilities**

23. The landlord claims \$1100.00 in unpaid rent and 347.94 in unpaid utilities. She and the tenant agree that he attempted to pay the rent but she refused to accept it, under the mistaken belief that accepting the rent would void her termination notice. She now seeks to recover that amount.
24. A one-time refusal to accept the rent does not necessarily mean that rent is not due for a period in which the tenant resided at the premises.
25. In terms of the utilities sought, this tribunal was not provided with sufficient evidence (e.g., a bill from NL Power) to determine the amount of utilities owing, so no order will be issued regarding this claim. For clarity, this does not negate the tenant's responsibility to comply with their contractual obligation.

#### Decision

26. The landlord's claim for unpaid rent succeeds in the amount of \$1100.00.

#### **Issue 3: Repairs and Rent Reduction**

27. The tenant submitted a tenant's request for repairs (T#1) he testified he served on the landlord on 9-January-2026. It requests that the landlord make the repairs listed as: "black mold in bedrooms, [sic] bathrooms, and kitchen," "proper ventilation throughout rental unit," and "replace dryer." He acknowledges that the dryer was replaced but testified that the other issues were not. He therefore asks this tribunal to order that the repairs be made and that rent be ordered to be reduced to ½ until the repairs are completed.
28. While there are two enumerated repairs remaining, they are better understood as a single issue. The tenant's concern regards mold which he believes is caused in part by a non-functioning ventilation system. The landlord acknowledges that the system is in need of repair, but says the cost is prohibitive.
29. The Residential Tenancies Program Policy and Procedure Guide 08-006 outlines the procedure for this type of application. It states that to succeed in such an application the tenant must provide sufficient evidence to prove on a balance of probabilities that the landlord failed to comply with statutory condition 1 (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), that the tenant's request for repairs was properly served on the landlord, and that the landlord was given a reasonable amount of time to complete the repairs.

30. This tribunal finds that the tenant has met the requirements to succeed in their claim for repairs. They seek also an order for rent to be reduced until repairs were completed. They suggested a reduction of 50% as they say the problem is an issue of health and is of great importance. While this tribunal agrees health is an issue of great importance, we find that a lesser reduction would better balance the competing interests of the parties and ensure the landlord retains the resources needed to effect the repairs. A reduction of one third is therefore imposed.
31. Generally, a request for repairs will not be heard when a tenant is not paid up in rent. However, as the tenant made a good faith attempt to pay, this policy was not strictly applied. One party's actions cannot waive the other party's rights.

#### Decision

32. The tenant's claim for an order of repairs succeeds. The landlord is hereby ordered to remedy the airflow/moisture issue that causes mold growth by providing a dehumidifier or by repairing the ventilation system. Until this repair is completed, the tenant's rent will be reduced from \$550/month to \$366.67/month.

#### **Issue 4: Security Deposit**

33. As the tenancy has not ended, this tribunal declines to rule on the issue of the security deposit.

#### **Summary of Decision**

34. The termination notice dated 26-February-2026 is invalid.
35. The tenant shall pay to the landlord \$1100.00 in unpaid rent.
36. The landlord will be ordered to remedy the airflow/moisture issue that causes mold growth by providing a dehumidifier or by repairing the ventilation system.
37. Until the repairs are completed, the tenant's rent shall be reduced by \$183.33/month to \$366.67/month.

30-March-2026

Date



Seren Cahill  
Residential Tenancies Office