

## Residential Tenancies Tribunal

Application 2026-0109-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 3-March-2026 at 1:51 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 alongside her representative [REDACTED]

### Preliminary Issues

4. The landlord acknowledged they were properly served.

### Issues before the Tribunal

5. Is the termination notice dated 9-January-2026 valid?
6. Should the tenant's claim for compensation for inconvenience succeed?

### Legislation and Policy

7. 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: Validity

8. The landlord and tenant both submitted a copy of a letter said to function as termination notice (T#1). Both copies are quite difficult to read, but with the parties' testimony I was able to discern the contents. The tenant submits that this notice is invalid.
9. To be valid, a termination notice must comply with all relevant provisions of the *Act*. S. 34(d) of the *Act* states that a notice shall state the section of the *Act* it is given under. LL#1 does not do this, explicitly or implicitly.

## Decision

10. The termination notice LL#1, dated 3-January-2026, is invalid.

### **Issue 2: Compensation for Inconvenience**

11. The tenant claims that the landlord illegally locked him out of the premises on 1-February-2026 and seeks \$1676.00 in compensation.
12. The landlord does not deny that she locked the tenant out of the rental premises without notice. She says she was in fear of him and felt she had no other choice.
13. The landlord was asked why she was so afraid of the tenant. She replied that he told stories about people he took legal action against, he “struts around like he owns the place,” he looks her in the eye, and he has pointed his finger at her once or twice. She made broad speculative claims that he might be involved in the illegal trade of drugs. She also said that she would not have locked him out if he had acknowledged being served with the termination notice.
14. There is no legal justification here for any early eviction and, even if there was, proper notice would still need to be provided (under s. 24 of the *Act*, perhaps).
15. I accept based on the facts as outlined by both parties that the tenant was locked out, and I find that this was done illegally. The tenant makes two claims for compensation based on this.
16. First, the tenant claims \$176 in compensation for lost work. He says because of the need to immediately pick up his possessions and effect an immediate, unplanned move, he needed to take two days of leave from his job and this cost him \$176.00. I accept his uncontradicted testimony.
17. Second, the tenant claims \$1500.00 in compensation for the notice not being honoured. He notes that the landlord had previously offered him money at a rate of \$500.00/month to vacate early and he refused. He now seeks to recover this amount. This tribunal is compensatory in nature, which is to say that it seeks to restore parties to where they would be financially had the other party not violated the *Act* and/or the rental agreement. In other words, this tribunal awards compensation only in respect of demonstrable financial loss and does not have the jurisdiction to award compensation for what might be termed “pain and suffering” or other intangible losses.
18. As the tenant noted, he refused the landlord’s offer. There was therefore no contract to enforce regarding the \$500.00/month amount. The tenant did not offer any evidence of losses suffered as a result of the violation of the rental agreement, save for the lost days of work above. In the absence of demonstrable loss, this portion of the tenant’s claim fails.

## Decision

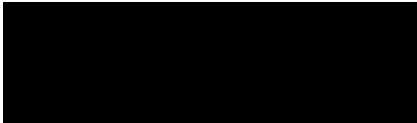
19. The tenant’s claim for compensation for inconvenience succeeds in the amount of \$176.00.

**Summary of Decision**

- 20. The termination notice dated 3-January-2026 is invalid.
- 21. The tenant was partially successful in his claim and may therefore seek to be reimbursed for his reasonable hearing expenses. He seeks only the \$20.00 application fee, which is granted.
- 22. The landlord shall pay to the tenant \$196.00 as follows:

Compensation for Inconvenience.....	\$176.00
Hearing Expenses.....	\$20.00
Total.....	\$196.00

17-March-2026  
Date



Seren Cahill  
Residential Tenancies Office