

## Residential Tenancies Tribunal

Application 2026-0122-NL

Oksana Tkachuk  
Adjudicator

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### Introduction

1. Hearing was called at 1:46 p.m. on 11-March-2026.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant”, attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.

### Preliminary Matters

4. The tenant submitted an affidavit with their application stating that they had served the landlord with the notice of hearing electronically via e-mail and text on 18-February-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. I proceeded with the hearing.
5. There was a written fixed-term rental agreement commencing on 1-January-2026 until 30-April-2026 (TT#2), where the tenant moved in on 4-January-2026. The tenant vacated 4-January-2026. Upon review of the rental agreement, I find that because the term of the agreement was less than six months, it does not meet the legislative definition of a fixed-term tenancy. Accordingly, the agreement is deemed to be a month-to-month tenancy. Rent was \$550.00 per month, due on the first of each month. A security deposit of \$412.50 was collected on 17-December-2025 and was refunded to the tenant in full.

### Issues before the Tribunal

6. The tenant is seeking:
  - Rent refunded \$550.00;

### 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*.

8. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 21: Notice where premises uninhabitable, *Section 7-1* of the *Residential Tenancies Policy*: Notice of Termination.

### **Issue # 1: Rent refunded \$550.00**

#### Tenant's Position:

9. The tenant is seeking a refund of the rent paid for the month of January. The tenant testified that, prior to entering into the tenancy, he had a virtual viewing of the rental unit with the landlord. During this viewing, the landlord showed him the exterior of the unit and the room that he was to rent. The tenant stated that he paid rent on 1-January, however, he relocated on 4-January.
10. The tenant testified that upon entering the rental unit, he found that the room he was supposed to rent was very small and that his belongings did not fit in the space. He stated that some of his kitchen appliances, including an air fryer and other items, could not fit in the kitchen area. The tenant stated that the landlord suggested that he could store these items in his room.
11. The tenant also raised concerns regarding the condition of the premises. He testified that the door knob to his room was not functioning properly and that he could not lock the door from either the inside or the outside. The tenant stated that there were other tenants living in the unit and that the inability to lock the door made him feel unsafe. The tenant stated that the landlord indicated that the lock would be fixed but did not provide a specific date for when this would occur. The tenant further stated that the sink in the unit was clogged. He testified that he became aware of this issue through a group chat with other tenants and found the situation concerning.
12. The tenant stated that, due to the small size of the room, the lack of space for his belongings, the clogged sink, and the non-functioning lock, he considered the rental unit to be uninhabitable. The tenant testified that this was not what he expected when he agreed to rent the room. The tenant testified that he did not stay in the unit and left the premises shortly after arriving. As a result, he is seeking a refund of the full month's rent for January.

#### Landlord's position:

13. The landlord disputed the tenant's claim. The landlord explained that the room in question had originally been advertised for rent beginning 1-February. However, the tenant asked if the room could be made available for January. The landlord testified that they made arrangements with the previous tenant to move into another room in order to accommodate the tenant's request to move in earlier. The landlord explained that they conducted a virtual viewing of the rental unit for the tenant prior to the tenancy. The landlord stated that during the viewing they showed the exterior of the property as well as the interior of the unit, finishing with the room that the tenant was intending to rent so that the tenant could see how the unit and the room looked.
14. The landlord disputed the tenant's claim that the rental unit was uninhabitable. The landlord explained that the downstairs unit had four tenants who share the kitchen, living room, and bathroom. The landlord further stated that there are four additional tenants in the upstairs unit who also share a kitchen and living room area. With respect to the sink, the landlord stated that they do not dispute that the sink in the downstairs kitchen had been clogged at the end of December, the time when they added the tenant to the group chat, and that it was fixed at that time. However, the landlord testified that they do not recall the sink being clogged on 3-January. The landlord stated that the clog had been easily removed by their

handyman and that the sink was functioning properly afterward. The landlord also stated that the tenants in the property generally maintain a friendly environment and often share the kitchen spaces. The landlord explained that if there were any issues with the downstairs kitchen, tenants could use the upstairs kitchen area.

15. Regarding the issue with the doorknob, the landlord testified that the previous tenant notified them on 27-December that there was an issue with the doorknob. The landlord stated that, due to the Christmas holiday period, their handyman was only available to attend to the repair around 10-January. However, the landlord disputed that the doorknob was not functioning at all. The landlord stated that the knob could occasionally be difficult if pushed too hard, but it was still usable and only required adjustment in order to function properly.
16. The landlord stated that the rental unit was not uninhabitable as claimed by the tenant. The landlord further testified that the sink was not clogged at the time the tenant arrived and suggested that the tenant may have seen earlier messages in a tenant group chat discussing a previous issue rather than a current one. The landlord testified that the tenant left the unit without providing proper notice, despite having signed a rental agreement that was to continue until the end of April. The landlord stated that they attempted to mitigate their loss by trying to re-rent the room and conducted viewings with prospective tenants. The landlord stated that they were ultimately able to find a new tenant effective February.
17. The landlord stated that although they empathize with the tenant's situation, they do not believe the rental unit was uninhabitable and do not agree that the tenant is entitled to a refund of rent. The landlord also acknowledged that the room may not have been suitable for the tenant due to the number of belongings the tenant had. The landlord stated that during the viewing it was visible that the room was relatively small and that the tenant may have required a larger space to accommodate his needs. The landlord further testified that, although they empathized with the tenant's situation, they attempted to assist the tenant after he decided to leave the unit. The landlord stated that they spent approximately one to 1.5 hours helping the tenant move his belongings out of the rental unit and transport them to another place where the tenant had arranged to stay. The landlord also stated that they offered the tenant \$100.00 as a gesture of goodwill and kindness to assist him during the transition.

## **Analysis**

18. I accept the testimony of both the landlord and the tenant that a virtual viewing of the rental unit was conducted prior to the commencement of the tenancy. However, I also accept that virtual viewing is not equivalent to in-person viewing, particularly as the tenant was located in a different city and did not have the opportunity to physically assess the unit. I find that both parties took reasonable steps, within the circumstances, to facilitate the viewing and to communicate the condition of the unit using the means available to them at the time.
19. I further accept that the tenant paid rent for the month of January as well as the security deposit, and upon doing so and signing the rental agreement, the parties entered into a residential tenancy agreement. Upon moving into the unit on 4-January, I accept the tenant's evidence that he found the room to be smaller than anticipated and that his belongings did not fit as expected. However, I find that it is the tenant's responsibility to ensure that the rental unit meets their personal needs prior to entering into the tenancy agreement.

20. I accept the tenant's testimony that he believed the premises to be uninhabitable due to issues with the sink and the doorknob, and that he verbally informed the landlord on that same date of his intention to vacate the premises immediately.

21. 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.

(2) Notwithstanding subsection 18(2) and paragraph 18(3)(b), where an action of, or a failure to act by, a tenant makes a residential premises unfit for habitation, the landlord may give the tenant notice that the rental agreement is terminated and that the tenant is required 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.

22. While I accept that the tenant subjectively believed the condition of the rental unit was poor and caused him concern, a tenant's belief alone is insufficient to establish that a rental unit is uninhabitable. The landlord disputed the tenant's statement regarding sink being clogged and doorknob being broken. The burden rests on the applicant to provide sufficient evidence that the premises met the statutory threshold of being unfit for occupancy.

23. I further find that, although the tenant verbally indicated an intention to vacate to the landlord, this does not constitute a valid termination of the tenancy. Under Section 21 of the *Act*, as stated above, a notice of termination must be given in the prescribed manner and within the required timeframes and to be signed. No written notice of termination was provided to the landlord, and the tenant did not comply with the statutory requirements for issuing a termination notice. As noted above, I find that the tenant has not proven that the unit was uninhabitable or that the landlord failed to meet their maintenance obligations under the *Act*.

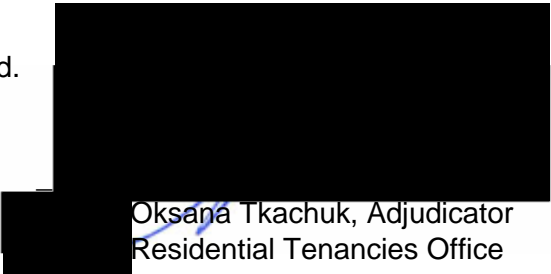
24. Accordingly, I find that the tenancy agreement was not validly terminated by the tenant. In the absence of a valid termination notice and in the absence of proof that the premises were uninhabitable, the tenant's claim for a refund of rent for the month of January does not succeed.

**Decision**

25. The tenants claim for rent refund does not succeed.

March 23, 2026

Date

  
Oksana Tkachuk, Adjudicator  
Residential Tenancies Office