

## Residential Tenancies Tribunal

Application 2026-0156-NL and 2026-0249-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 12-March-2026 at 9:02 am.
2. The applicants of the initial claim, [REDACTED] hereinafter referred to as the tenants, attended by teleconference.
3. The respondents, [REDACTED], hereinafter referred to as the landlords, were represented by [REDACTED] who also attended by teleconference.

### Preliminary Issues

4. The landlords acknowledged they were properly served. The tenants waived service.
5. The tenant sought to have a video submitted into evidence that the landlord objected to, on the basis that they were not served a copy of it. In the interest of procedural fairness, I excluded the video. The rules of evidence require that the other party be served a copy of any documentary evidence a party seeks to admit at the hearing, as outlined in the hearing documents. This rule ensures parties have an opportunity to examine and prepare to discuss each other's evidence.
6. The landlord claimed \$7242.68 in compensation for inconvenience. The *Residential Tenancies Act, 2018* (the *Act*) s. 47 allows the director to award a tenant compensation for inconvenience under (h) but does not provide for the reverse. The landlord's claim is still considered below as a potentially valid claim as it could fairly be classified under another heading (specifically, unpaid rent and/or damages). The original heading is used below for clarity.

### Issues before the Tribunal

7. Should the tenants' claim for rent and compensation for inconvenience succeed?
8. Should the landlords' claim for compensation for inconvenience succeed?
9. Should the landlords' claim for compensation for damages succeed?

10. What is the proper disposition of the security deposit?

### **Legislation and Policy**

11. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Act*.

### **Issue 1: Tenants' Claim**

#### Tenant's Position

12. The tenants claim \$1040.00 in a refund of rent and \$1795.22 in compensation for inconvenience, both turning on the same alleged violation of the rental agreement. They submit that the premises were unreasonably noisy between the hours of 11 pm and 7 am and the landlords failed to address the issue despite repeated requests to do so. They therefore seek 5% of the rent (\$80/month) to be refunded in compensation for the loss of enjoyment of the premises as well as compensation for time lost from work (\$876.80), materials they used for soundproofing (\$168.42), and other intangible losses (\$750.00). They testified that the noise level was far above what would be considered normal in a basement apartment, despite the landlords' representing that the premises was suitable for quiet, working professionals. They testified that they measured the noise with a smartphone app and it detected as high as 80 decibels, though they could not recall the exact app used.

#### Landlords' Position

13. The landlords deny that the noise level was above normal for a basement apartment and submit that they took appropriate steps in response to noise complaints. They stress that previous tenants had not complained about the alleged noise issue. They also question several aspects of the tenants' evidence.

#### Analysis

14. The tenants submitted 12 audio/video recordings, T#2-T#13. They testified that these were taken with their smartphones in their unit (typically the bedroom) during the tenancy between the dates of 5-November-2024 and 28-October-2025 and often between the hours of 11 pm and 7 am. There was some debate about the accuracy of the metadata of these recordings and whether it may have been altered by file transferring. The metadata is generally consistent with the tenant's testimony, for instance, T#9 is dated by the metadata to have been recorded at 1:51 am on 31-May-2025. In this video one can hear loud creaking and thumping sounds, as if made by a person walking intermittently. The sound is deep but creaky and consistent with the sound of bending wood.
15. I accept that there were unusual levels of noise and that it interfered with the tenants' peaceful enjoyment.
16. The tenants seek a refund of rent in the amount of \$1040.00, representing five percent of the total rent paid, to compensate for loss of enjoyment of the premises. Considering

the evidence in its totality, I find this reasonable. Clearly the tenants were significantly disrupted by the issues in the premises. The tenants also seek \$1795.22 in compensation for inconvenience divided among five items.

17. Item 1 is the \$168.42 cost of materials used for soundproofing, for which receipts were provided (T# 24). This portion of the tenants' claim succeeds.
18. Item 2 is \$876.80 for lost hours of work due to trouble sleeping because of the noise level. A pay stub was provided showing the tenant's rate of pay (T#23). This portion of the tenants' claim succeeds.
19. Items 3-5 are nominal amounts representing what is, in essence, pain and suffering. This tribunal is compensatory in nature and does not award claims for pain and suffering. This portion of the tenants' claim fails.

#### Decision

20. The tenants' claim for unpaid rent and compensation for inconvenience succeed in the amounts of \$1040.00 and \$1045.22 respectively.

#### **Issue 2: Landlords' Claim for Compensation for Inconvenience**

##### Landlord's Position

21. The landlords claim \$7242.68 in compensation for inconvenience divided amongst 5 separate items. Items 1 and 2 are unpaid rent for the months of November 2025 and half of December 2025 in lieu of proper notice, amounting to \$2400.00. Item 3 is a \$200.00/month reduction in rent for 6 months for a total of \$1200.00, as the landlords say the tenants' actions resulted in them being forced to accept a lower rent rate as they could not find tenants at the previous rate. Items 4 and 5 are the material and labour costs for the replacement of flooring done to address the tenants' noise complaints, totaling \$3624.68. They say their hands were forced by the tenants' threats to take legal action if the noise issue was not addressed. They testified that it was particularly expensive because their contractors informed them the laminate click-together flooring could not be removed and placed back after the alleged subfloor issue was addressed.

##### Tenants' Position

22. The tenants dispute the landlords' claims. In answer to the first three items, they say they gave proper notice that they were leaving. In answer to the latter two, they say their actions were just them protecting their rights as appropriate, and the improvement made by the landlord was necessary. In addition, they question the necessity of the replacement of the flooring as they felt the issue was solely with the subfloor.

##### Analysis

23. First, I must determine if the tenants provided adequate notice, as they assert. A valid termination notice must comply with the relevant provisions of the *Act*. L#1 shows an email the tenant provided the landlord. It does not identify the residential premises it

regards, as required by s. 35(2)(c) of the *Act*. Moreover, it gives a provisional termination date, not a certain one. A termination notice must be unequivocal.

24. The tenants did not provide adequate notice and can therefore be held liable for lost rent when the landlords cannot sufficiently mitigate the loss. In this case, the landlord said they were unable to find a new tenant until 15-December-2025.
25. S. 18(1) dictates the required notice periods for tenants. S. 18(1)(b) states that a termination notice must provide 1 month's notice in a month-to-month agreement. S. 18(2)(c) states that in a fixed term lease agreement, notice must be given not less than 2 months before the end of the term.
26. In this case, there was a fixed term lease agreement which expired on 30-September-2025. The tenants left at the end of 31-October-2025. No new lease agreement was signed. According to s. 8(3)(a) of the *Act*, where a tenant continues to use or occupy a residential premises after a fixed term has expired, and notice of termination of the rental agreement has not been given, the relationship of landlord and tenant shall continue under the terms and conditions in the rental agreement, but the tenancy may be terminated by giving notice in accordance with paragraph 18(1)(b) or 18(2)(b). In this case, then, s. 18(1)(b) applies and the landlord was entitled to one month's notice.
27. Had the tenant provided proper notice, the landlord would have continued to have a tenant until 30-November-2025. They may therefore claim unpaid rent to that date in the amount of \$1600.00. The tenants' failure to provide proper notice has no relation to the landlord's need to cut the rental amount, so that portion of the landlord's claim fails.
28. The remaining portion of the landlords' claim for compensation for inconvenience regards the renovations they effected based on the tenants' repeated noise complaints. A tenant is only responsible to pay for repairs made necessary by their own wilful or negligent act or the wilful or negligent act of a person they allowed on the premises. It is not open to a landlord to comply with the demand of a tenant, make an improvement to the property, and then seek to charge the tenant for the improvement after the fact. This portion of the landlords' claim for compensation for inconvenience fails.

### Decision

29. The landlords' claim for compensation for inconvenience succeeds in the amount of \$1600.00.

### **Issue 3: Damages**

30. The landlords claim \$809.29 in compensation for damages divided amongst 4 items. Each item will be dealt with individually below. In accordance with the Residential Tenancies Program Policy and Procedure Guide, Policy 9-003, when a landlord makes a claim for damages, they must provide sufficient evidence to establish the extent and nature of any damages, that the damage was caused by a wilful or negligent act of a tenant or a person they allowed on the premises, and the cost of repair or replacement. This should include documentary evidence wherever reasonably possible.

31. First and second, the landlords claim \$609.29 for materials and labour cost to repair damage to the walls of the bedroom. They say the tenants stripped paint from the wall and ceiling with their use of adhesive sound-absorbing panels. LL#2 and LL#3 show this damage. The tenants do not dispute that they caused this damage. LL#4-LL#9 are receipts showing the cost of materials was \$294.57. I was unable to locate the invoice for the cost of the painting but the parties agreed it exists and provides that the cost was \$300.00, and states it was for repair and repainting of the ceiling and walls in the bedroom and living room. No evidence was provided indicating the tenants were responsible for the damage to the living room.
32. The tenants' wilful actions caused damage to the bedroom that needed to be repaired. They felt the need to create sound barriers, but they were required to do so without causing damage. This portion of the landlord's claim succeeds in part. I estimate that about half the cost of the labour and materials were used for the bedroom as opposed to the living room, so the landlords' claim succeeds in the amount of \$297.29.
33. Next, the landlords claim \$50.00 for the cost of what they say was extensive cleaning and garbage disposal. Photos were provided showing a couple of parts of the premises that required cleaning and one garbage bin that would not quite fully closed (LL#12-LL#17). The tenants disputed the amount claimed.
34. Self-labour is compensable at a rate of \$24.00/hour, or minimum wage + \$8.00/hour. I accept on a balance of probabilities based on the evidence provided that just over two hours of cleaning was required to restore the premises to a clean condition. This portion of the landlord's claim succeeds in the amount of \$50.00.
35. Finally, the landlord seeks \$150.00 for the cost of replacing keys and locks. As stated in Policy 2-004, a landlord cannot charge the tenant for the replacement of locks unless the locks were damaged by the tenant or guests of the tenant. Replacing locks is considered a cost of doing business for a landlord. This portion of the landlords' claims fails.

#### Decision

36. The landlords' claims for compensation for damages succeeds in the amount of \$347.29.

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

37. The tenancy has ended and the security deposit must be returned to the tenants.
38. S. 14(7) of the *Act* states that a landlord shall credit interest to the tenant on the full amount or value of the security deposit, at the rate prescribed by the regulations, during the time the security deposit is held by the landlord. In this case the security deposit was \$1120.00 paid on 3-September-2024. The regulations prescribe an interest rate of 1% annual for the years 2024 and 2025 and an interest rate of 0% for the year 2026. Calculated to the date of the hearing, the interest owing totals \$14.87.

#### **Summary of Decision**

39. Both parties applied for hearing expenses and both were partially successful in their claims. In the circumstances, this tribunal exercises its discretion to grant neither party their expenses against the other.

40. The landlords shall pay to the tenants \$1272.80 as follows:

Refund of Rent.....	\$1040.00
Compensation for Inconvenience.....	\$1045.22
Security Deposit.....	\$1134.87
Less Unpaid Rent.....	-\$1600.00
Less Damages.....	-\$347.29
Total.....	\$1272.80

31-March-2026  
Date



Seren Cahill  
Residential Tenancies Office