

Residential Tenancies Tribunal

Application 2026-0181-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 18-March-2026 at 1:47 pm.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as the tenants, attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the landlord, was represented at the hearing by [REDACTED], who also attended via teleconference.

Preliminary Issues

4. The respondent acknowledged they were properly served.
5. S. 42 of the *Residential Tenancies Act*, 2018 (the *Act*) allows for an application to be made within one year after termination of the rental agreement. This application was received on 18-February-2026. The landlord maintains that the rental agreement terminated on 31-December-2024. The tenants submit it was never properly terminated. When (if ever) the rental agreement terminated is therefore a vital threshold issue. If it terminated on or before 17-February-2025, this application is outside the time limit and cannot be decided on its merits.

Factual Background

6. The tenants entered into a rental agreement with the landlord effective 4-July-2023. On 27-November-2024 they sent the landlord a voicemail stating that they had temporarily moved out of the unit due to the suspected presence of mold and were staying in another community approximately 150 km away. This was the first communication between the parties regarding any mold. The landlord's representative notified the relevant social services which had been paying the rent on their behalf and rent payments subsequently stopped. On 29-November-2024 the landlord notified the tenants they would be inspecting the premises on 10-December-2025.
7. The landlord's representative testified that during a call on 29-November-2024, the tenant told them that the tenants were now living in the other community and asked for

the staff to obtain the keys from them. The tenant denies this and says she always maintained the move was temporary.

8. On 10-December-2024 [REDACTED] staff and a contractor attended the premises and inspected for mold or water damage but found neither. The locks may have been changed on this date.
9. On 18-December-2024 [REDACTED] notified the landlord that the tenant had requested to close their account for the premises effective immediately.
10. On 5-May-2025, the tenants submitted an application for housing with the landlord and listed the place they had went to temporarily as their current residence. They said also (see LL#2, admitted by consent) “we moved out of last location because of water leaking in the basement and mold problem [sic]” and specifically ask not to be placed back in the community where the residential premises at issue in this hearing are located.
11. At no point did either party issue a termination notice or abandonment notice.

Tenants' Position

12. The tenants maintain that the lease was never properly terminated, so their application cannot have been made more than a year after the termination date. They admit that rent payments stopped shortly after they moved out, but say this was a result of the landlord's actions in alerting social services of their change in circumstances and that they should not be penalized for this. They also agree that they asked that the power be removed from their name, but say this was also a result of the landlord's alerting social services. They add that they naturally should not be asked to pay electricity after they had been locked out, though the record is not clear as to if or how they knew the locks had been changed at this time. The first communication provided by any party about this issue was dated May or June 2025.

Landlord's Position

13. The landlords suggest the tenants had effectively terminated the tenancy despite their comment that the move out was temporary. They maintain that [REDACTED] policy does not allow “part time” living regardless and they had the right to terminate the tenancy. They highlight that the tenants never alerted them of any mold or water issue before departing nor was any found on an inspection. They say the premises were effectively abandoned by the tenants.

Analysis

14. The issue this tribunal must decide at this point is solely whether or not this application was received within the one year as required under the *Act*.
15. Considering the totality of the evidence on a balance of probabilities, this tribunal finds that the rental agreement had been terminated before 18-February-2026. As of the beginning of 2026, no rent was being paid. The tenants discontinued the electricity account in their name on 18-December-2025. The tenants no longer resided at the

premises as of the beginning of 2026. The tenants had effectively given up all their meaningful responsibilities under the rental agreement. I acknowledge that the social assistance payments were discontinued due in part to the landlord's actions, however, they remained the tenants' legal responsibility, as per part 6 of their lease. The landlords acted upon this and retook possession of the property. At that point the lease agreement was effectively terminated.

16. Notwithstanding the fact that the landlord failed to provide a termination notice under any of the sections available to them (e.g., 19), this failure does not mean that it is open to the tenants to make a claim against them in perpetuity. The time limitation serves to ensure matters are heard in a timely manner when the evidence is still available and memories are still fresh. It also provides finality.

Decision

17. This application was made after the time limit had elapsed. It is dismissed accordingly.

Legislation and Policy

18. The jurisdiction of the Director of Residential Tenancies is outlined in the *Act*.

Summary of Decision

19. The tenants' application is dismissed.

30-March-2026

Date



Seren Cahill
Residential Tenancies Office