

## Residential Tenancies Tribunal

Application 2026-0185-NL & 2026-0231-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 9:13 a.m. on 5 May 2026.
2. The applicants, [REDACTED] (Landlord 1) and [REDACTED] (Landlord 2), hereinafter referred to as “the landlords” attended by teleconference.
3. The respondent and counter applicant, [REDACTED] represented by [REDACTED] hereinafter referred to as “the tenant” attended by teleconference.

### Preliminary Matters

4. The landlords submitted an affidavit with their application stating that they had served the tenant with the Notice of Hearing electronically by email on 23 April 2026 (LL#1). The tenant confirmed receipt of the document on that date. The tenant countered the claim and submitted 2 affidavits with her application stating that she had served the landlords with the Notice of Hearing electronically by email previously on 26-March-2026 (TT#1). The landlords confirmed receipt of the documents on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There was a fixed-term rental agreement which commenced on 1 September 2025. The tenant vacated the unit on 20 February 2026. Rent was \$1175.00 per month, due on the first day of each month. A security deposit of \$1000.00 was paid on 14 September 2025 and is in the landlord’s possession.

### Issues before the Tribunal

6. The landlords are seeking:
  - Validity of termination notice
  - Rent paid \$1175.00
7. The tenant is seeking:
  - Rent refunded \$1023.00
  - Compensation paid for damages \$150.00
  - Compensation paid for inconveniences \$646.00
  - Other \$437.00
  - Refund of security deposit \$1000.00

## Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in Sections 46 and 47 of the *Residential Tenancies Act, 2018*.
9. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 10: Statutory conditions and Section 14: Security deposit. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Policy Manual*: Section 6-3: Mitigation of abandonment of residential premises and Section 9-3: Claims for damages to rented premises.

## Issue # 1: Validity of Termination Notice

### Relevant Submission

10. The landlords submitted a copy of a termination notice given on a *Tenant's Notice to Terminate Early – Cause* form dated 14 February 2026 to vacate on 20 February 2026 under Section 23 of the *Act* (LL#2). The landlords are questioning the validity of that notice.

### Landlord's Position

11. The landlords stated that the tenant did not have grounds to issue a termination notice under Section 23 of the *Act* and as such, did not have a right to terminate the fixed-term lease in 6 days. The landlord's position is that the tenant unreasonably complained about the upstairs tenant, who happened to be their daughter, when she vacuumed the floors as the tenant claimed that the noise from the vacuum was excessively loud and would continuously interfere with her peaceful enjoyment. Landlord 2 stated that in fact, the tenant complained about everything. The landlords stated that their daughter received the first complaint regarding the vacuuming early in the tenancy, on 2 November asking her if she could vacuum before 9:00pm, which landlord 2 stated their daughter obliged. Landlord 2 testified that she received a text message from the tenant on 4 January 2026 regarding what she referred to as on-going noise from the vacuum and asking for guidance on how to solve the problem. The landlords testified that they didn't receive a formal request in writing until 26 January requesting attention to the ongoing excessive noise due to the vacuum, which was claimed to be interfering with the tenant's peaceful enjoyment.
12. The landlords testified that the noise from the vacuum was not excessive but louder than normal as the floors were not carpeted, causing the sound to travel. Landlord 2 stated that their daughter had to vacuum everyday as there was a cat in the unit belonging to a second tenant in that unit and she stated that their daughter had allergies to the pet. Landlord 2 stated that their daughter worked all day, so the vacuuming was usually done in the evenings and on the weekends. The landlord's position is that vacuuming your floors should not be considered an interference in peaceful enjoyment, as vacuuming falls under daily cleaning and maintenance of your home.
13. The landlords testified that they had conversations with their daughter about the situation, and they stated that their daughter made every effort to respect the tenant's wishes and vacuum before 9:00 pm and even considered purchasing a new vacuum to please the tenant. The landlords testified that they agreed to allow the tenant to break the lease but only with a 2-month notice, which was received on 1 February to vacate on 1 April. The landlords stated that the 2-month notice would afford them the opportunity to

secure a suitable tenant, and she stated that they were surprised to receive a 6-day notice with cause from the tenant on 14 February to vacate on 20 February.

### Tenant's Position

14. The tenant stated that she had every right to give an eviction notice with cause as the noise from the vacuum was continuous and excessively loud which caused her to experience headaches, resulting in a lack of sleep and overall poor enjoyment in her home. The tenant submitted audio tapes to support her claim that the noise was excessive (TT#2), and she stated that the sound was louder in person than what is portrayed on tape. The tenant submitted a thread of text messages (TT#3) to show that she addressed the issue early in the tenancy with on-going conversations which resulted in a failed resolution, and she submitted documentation from a medical physician showing that she was prescribed a sleep aid (TT#4).
15. The tenant stated that she initially addressed the problem with the landlords daughter on 2 November to try to come up with a solution at which time she sent a copy of an audio tape to the tenant upstairs to show how loud the noise was and the tenant testified that the upstairs tenant responded saying; "wow that is loud, I didn't realize". The tenant stated that on 2 December the vacuum was going for almost 3 hours when she messaged the upstairs tenant again asking for a solution to the problem. The tenant testified that she later brought her concerns to the landlords on 4 January when she realized that the situation was not improving, followed with a *Tenant's Request for Repairs* form dated 26 January to resolve the problem by 30 January (TT#5). The tenant testified that the frequent vacuuming continued and she was left with no choice but to give a termination notice with cause under Section 23 of the *Act* to vacate the unit.

### **Analysis**

16. Section 23 of the *Residential Tenancies Act, 2018* states:

#### **Notice where landlord contravenes peaceful enjoyment and reasonable privacy**

23. (1) Notwithstanding subsection 18(1) and paragraph 18(3)(a), where a landlord contravenes statutory condition 7(b) 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 on a specified date not less than 5 days, but not more than 14 days, after the notice has been served.

17. Section 10(1) of the *Residential Tenancies Act, 2018* states: statutory conditions.

#### ***Statutory conditions***

10. (1) *Notwithstanding an agreement, declaration, waiver or statement to the contrary, where the relationship of landlord and tenant exists, there shall be considered to be an agreement between the landlord and tenant that the following statutory conditions governing the residential premises apply:*

1. *Obligation of the landlord –*

- a) *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.*

18. The termination notice was given on 14 February 2026 under Section 23; *Notice where landlord contravenes peaceful enjoyment and reasonable privacy* to vacate on 20 February 2026. The termination date was given not less than 5 days after the notice was served, which meets the requirements as set out in the *Act*. In accordance with Section 23 of the *Act* as stated above, I find that the termination notice was a valid notice from a timeline perspective but has to be further analyzed for validity (see below).
19. I accept that the tenant found the noise from the vacuum cleaner to be loud, excessive and overbearing, and potentially the cause of her headaches and insomnia and I accept that the vacuum cleaner on the hardwood or laminate flooring created a louder noise than if it were used on carpet. I accept the exhibits entered into evidence by the tenant which showed that the noise was indeed loud and disturbing and that the tenant had addressed the situation in hopes of a solution. I also accept that the upstairs tenant had allergies to the cat and needed to vacuum the floors daily, and I accept that a person should be able to clean and vacuum their home when they want to in reason. In accordance with Section 10 of the *Act* as stated above, I accept that the landlord made every effort to address the issue and work with the tenants and suggested restricted times of the day for vacuuming.
20. This situation deals with 2 separate tenants in the same dwelling and landlords who have individual rights and obligations, and it comes down to what is considered reasonable. The downstairs tenant has a right to live in a peaceful environment and come home to a quiet home where she can relax after work and enjoy her evenings. The upstairs tenant has a right to be able to clean her house when she sees fit, especially given that there is a cat in the unit that she has allergies to. I agree that the noise from the vacuum was disturbing but vacuuming your floors does not contravene peaceful enjoyment as long as it is not done late at night and /or during the early hours of the morning. When sharing a dwelling, there is bound to be noise when you just want to relax and enjoy quiet moments, however there are remedies to deal with unexpected or unwanted noises such as earplugs or noise reduction headsets. The tenant submitted a medical document; however, it is not dated and does not make reference to the noise from the vacuum, thus it carries little weight.
21. I find that the landlords made every effort to deal with the situation, and I find that the noise from the vacuum, although loud, was not extreme enough to warrant an eviction notice with cause, especially given that the landlord was reasonable in offering the tenant the opportunity to break the lease with a 2-month notice.

## **Decision**

22. The termination notice with cause dated 14 February 2026 under Section 23 of the *Act* was not a valid notice.

## **Issue # 2: Rent Paid \$1175.00**

### Landlord's and Tenant's Positions

23. The landlords testified that the tenant vacated the unit on 20 February 2026 without proper notice leaving them with a loss of rental income for the month of March and landlord 1 stated that they are seeking rent to be paid for that month in the amount of \$1175.00.

24. The tenant disputed that she should be responsible for rent for the month of March as she did not reside there for that period and felt she was forced to leave her home due to constant disturbances from the tenant upstairs.

## Analysis

25. Section 6-3 of the *Residential Tenancies Policy Manual* states:

### Mitigation on Abandonment of Residential Premises

*A tenant is considered to have abandoned residential premises when all 3 of the following conditions are met:*

- *The tenant has vacated the residential premises*
- *The tenant's rent is overdue, and*
- *The rental agreement had not been terminated in accordance with the Residential Tenancies Act, 2018.*

### Mitigation

*A landlord has a legal duty to take all reasonable steps to mitigate their damages after a tenant abandons residential premises. As the most obvious sort of damage the landlord would suffer would be a loss of rental income, "mitigation" in these circumstances would entail the landlord taking immediate steps to find new tenants to move into the property so that the landlord could once again collect rent.*

### Failure to Mitigate

*Where a landlord fails to take steps to find new tenants, or where the landlord waits an unreasonable amount of time before taking those steps, the tenant may not be held liable for the loss of rental income suffered by the landlord.*

26. The termination notice was deemed an invalid notice as per paragraph 22 above, and as such, I find that the tenant unlawfully broke the lease when she vacated the unit on 20 February, which means she abandoned the premises. In accordance with Section 6-3 of the *Policy* as stated above, the landlords had an obligation to mitigate their losses once they became aware that the tenant would be vacating the unit.
27. I asked the landlords if they made every effort to re-rent the unit, and they responded that they did. Landlord 1 stated that they interviewed 5 people before they were successful in securing a new tenant effective 1 April.
28. Landlords should not incur any financial hardship due to the actions of tenants. I find that the tenant is responsible for rent paid for the month of March in the amount of \$1175.00.

## Decision

29. The landlords claim for rent paid succeeds in the amount of \$1175.00.

### Issue # 3: Rent Refunded \$1023.00

#### Tenant and Landlord's Positions

30. The tenant testified that she paid rent in full for the month of February and was forced to vacate the unit on 20 February due to interference with her peaceful enjoyment and she stated that she is seeking to have rent refunded at a prorated amount of \$335.00 for the period of February 21-28. The tenant is also seeking a refund of rent for 86 days in the amount of \$688.00 because she was without a dishwasher. Total rent sought is \$1023.00.

31. The landlords disputed the tenant's claim to have rent refunded for the period of February 21-28 as they stated that the tenant did not have a right to give a termination notice with cause, and they disputed the tenant's claim for a refund of rent for the period she had to wait for a new dishwasher as that situation was out of their control.

### **Analysis**

32. As the termination notice has been deemed an invalid notice, I find that the landlords are not responsible to refund rent to the tenant for the month of February. As for the dishwasher, I find that the time that the tenant was without a dishwasher was a material breach of the rental agreement and I find that the landlords shall refund rent to the tenant for that period. I find that it is reasonable to allocate \$25.00 from the total rental amount per month for the use of the dishwasher, and as the tenant was without the dishwasher for 86 days, I find that the landlords shall refund rent to the tenant in the amount of \$70.52 ( $\$25.00 \times 12 \text{ mths} / 365 \text{ days} = \$0.82 \text{ per day} \times 86 \text{ days}$ ).

### **Decision**

33. The tenant's claim for a refund of rent succeeds in the amount of \$70.52.

### **Issue # 4: Compensation Paid for Damages \$150.00**

#### Tenant and Landlord's Positions

34. The tenant testified that a chair belonging to her, which was located in the unit during the tenancy was damaged by the landlords when the landlords entered the unit to show the apartment to a prospective tenant. The tenant stated that the chair was located next to the heater but was far enough away so as not to touch the heater and testified that when she entered the unit after the viewing, the chair was pushed next to the heater and had burn marks on the bottom back side of the chair. The tenant submitted a photograph of the chair to support the claim (TT#6).

35. The landlords disputed that they moved the chair and disputed the tenant's claim for compensation for the damage to the chair. Landlord 2 stated that there is no indication as to when those burn marks on the chair occurred.

### **Analysis**

36. In accordance with *Residential Tenancies Policy 9-3*, the applicant is required to show:

- *That the damage exists;*
- *That the respondent is responsible for the damage, through a willful or negligent act;*
- *The value to repair or replace the damaged item(s)*

37. I accept the exhibit entered into evidence which shows that there is damage to the chair, however in accordance with Section 9-3 of the *Policy* as stated above, I find that the tenant failed to show that the landlords were responsible for causing the damage to the chair. For that reason, I find that the landlords are not responsible for the cost to repair the chair.

### **Decision**

38. The tenant's claim for compensation paid for damages does not succeed.

### **Issue # 5: Compensation paid for Inconveniences \$646.00**

#### Tenant and Landlord's Positions

39. The tenant testified that she is seeking a rent abatement for the stress that she has had to endure during the tenancy due to the disturbances caused by the upstairs tenant, and she stated that she is seeking \$646.00 for pain and suffering.

### **Analysis**

40. This tribunal does not have the authority to award compensation for pain and suffering, and as such this issue shall not be analyzed for the purpose of this decision.

### **Decision**

41. The tenant's claim for compensation paid for inconveniences does not succeed.

### **Issue # 6: Other \$437.00**

#### Tenant and Landlord's Positions

42. The tenant testified that she was inconvenienced during the tenancy when she had to miss time from work to have a new dishwasher installed and she is seeking \$92.00 for lost wages. The tenant submitted a thread of text messages to support the claim (TT#7). The tenant is also seeking to be reimbursed for moving expenses in the amount \$345.00 for a total of \$437.00. The tenant stated that she was forced to move due to interference in her peaceful enjoyment and as such should be reimbursed for the cost to move.

43. The landlords disputed the tenant's claims for inconveniences and landlord 2 stated that they made every effort to purchase the dishwasher and have it installed in a timely fashion. Landlord 2 also stated that moving costs should not be the responsibility of a landlord.

### **Analysis**

44. Lost wages may be a claimable cost by a tenant if they were able to show that their wages were cut due to the actions of the landlord. The tenant would also have to show that they are employed, their rate of pay and something to support that their pay was cut for the time period affected by the landlord's actions. I find that the tenant failed to provide any of that information.

45. Moving costs are not typically claimable costs, however they can be if the tenant was able to show that they incurred those extra costs due to the actions of the landlords. As

the termination notice was deemed invalid, I find that the landlord is not responsible for the tenant's moving costs.

## Decision

46. The tenant's claim for "Other" does not succeed.

## Issue # 7: Security Deposit applied against monies owed \$1000.00 Refund of Security Deposit \$1000.00

## Analysis

47. Section 14 of the *Residential Tenancies Act, 2018* deals with security deposits, and the relevant subsections state:

### Security deposit

14. (8) *A security deposit is not an asset of the landlord but is held by the landlord in trust and may be used, retained or disbursed only as provided in this section.*
- (9) *Not later than 10 days after the tenant vacates the residential premises, the landlord shall return the security deposit to the tenant unless the landlord has a claim for all or part of the security deposit.*
- (10) *Where a landlord believes he or she has a claim for all or part of the security deposit,*
  - (a) *the landlord and tenant may enter into a written agreement on the disposition of the security deposit; or*
  - (b) *the landlord or the tenant may apply to the director under section 42 to determine the disposition of the security deposit.*
- (11) *Where a tenant makes an application under paragraph (10)(b), the landlord has 10 days from the date the landlord is served with a copy of the tenant's application to make an application to the director under paragraph (10)(b).*
- (12) *A landlord who does not make an application in accordance with subsection (11) shall return the security deposit to the tenant.*

48. The landlord's claim for losses has been successful as per paragraph 29 above and as such, the security deposit shall be applied against monies owed. Pursuant to the *Residential Tenancies Act, 2018* the landlords must pay interest on a security deposit to a tenant for the entire period that the landlord has had the security deposit. The interest is calculated as simple interest and is not compounded. The annual interest rate for 2025 was 1% and is currently 0% for 2026.

## Decision

49. The landlord's claim to have the security deposit applied against monies owed succeeds.

50. The tenant's claim for a refund of security deposit does not succeed.

**Summary of Decision**

51. The termination notice with cause dated 14 February 2026 given under Section 23 of the *Residential Tenancies Act, 2018* was not a valid notice.

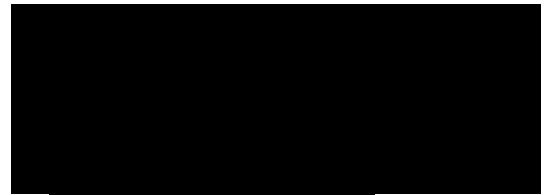
52. The tenant's claim for compensation paid for damages, inconveniences and "other" does not succeed.

53. The tenant's claim for refund of rent succeeds in the amount of \$70.52.

54. The tenant shall pay the landlords \$101.49 as follows:

Rent paid .....	\$1175.00
Less: rent refunded .....	70.52
Less: security deposit & interest.....	1002.99
Total .....	\$101.49

May 26, 2026  
Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office