

Residential Tenancies Tribunal

Application 2026-0264-NL & 2026-0387-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:02 a.m. on 20-May-2026.
2. The applicant, [REDACTED], hereinafter referred to as "the tenant" attended by teleconference.
3. The respondents and counter applicants, [REDACTED] (landlord 1) and [REDACTED] (landlord 2), hereinafter referred to as "the landlords" attended by teleconference.

Preliminary Matters

4. The tenant submitted 2 affidavits with his application stating that he had served the landlords with the Notice of Hearing electronically by email on 10 April 2026 (TT#1). The landlords confirmed receipt of the documents on that date and countered the claim. The landlords submitted an affidavit with their application stating that they had served the tenant with the Notice of Hearing electronically by email on 2 May 2026 (LL#1). The tenant confirmed receipt of the document on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There was a 12-month fixed term rental agreement which commenced on 7-July-2025. The tenant vacated the unit on 26 February 2026. Rent was \$1400.00 per month, due on the first day of each month. A security deposit of \$1025.00 was paid on 23 June 2025 and is in the landlord's possession.
6. The landlords amended the application to decrease the amount of rent paid from \$1400.00 as per the application to \$1025.00 and to include hearing expenses.

Issues before the Tribunal

7. The tenant is seeking:
 - Refund of security deposit \$1025.00
8. The landlord is seeking:
 - Validity of termination notice determined
 - Rent paid \$1025.00

- Hearing expenses \$20.00
- Security deposit applied against monies owed \$1025.00

Legislation and Policy

9. The jurisdiction of the Director of Residential Tenancies is outlined in Sections 46 and 47 of the *Residential Tenancies Act, 2018*.
10. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 14: Security deposit and Section 23: Notice where landlord contravenes peaceful enjoyment and reasonable privacy. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Policy Manuel*: Section 12-1: Recovery of costs.

Issue # 1: Validity of Termination Notice Determined

Landlord's and Tenant's Positions

11. The landlords testified that the tenant vacated the unit early after giving them a termination notice on a *Tenant's Notice to Terminate Early – Cause* form. The notice was dated 18 February 2026 to vacate on the 26 February under Section 23 of the *Act* (LL#2). The landlords are questioning the validity of that notice.
12. The tenant did not dispute that he gave the landlords an early eviction notice and he stated that he had good reason to do so due to continuous loud music coming from a sound system with a powerful bass which would shake and vibrate the walls of the apartment. The tenant testified that loud music was a daily occurrence usually from the hours of 5:00pm until after 11:00 pm. The tenant stated that the noise was more prevalent on the weekends and it was excessive, prolonged and frequent which interfered with his daily peace and enjoyment. The tenant submitted a thread of text messages and 7 audio tapes to support his claim (TT#2). The tenant stated that the tenants residing upstairs were family members of the landlords and nothing was done to rectify the problem. The tenant also stated that he was willing to work with the landlords to stay until a new tenant was found, however the noise problem persisted and at times became louder than it had ever been. The tenant stated that he had no choice but to end the tenancy.
13. The landlords did not dispute that one of the family members residing upstairs enjoyed listening to his music and was 75 years of age, so the music was loud at times, however they disputed that the noise was late into the evening as the family member went to bed early.

Analysis

14. I asked the tenant when he first made the landlords aware of the noise problem in writing and he responded that he sent a text message to the landlords on 17 January 2026 but had previous verbal conversations prior to that whereby he requested to have the lease switched to a month-to-month tenancy so he could give a month's notice in the event that he felt the need to end the tenancy. The tenant stated that he wanted to work with the landlords and stay until a suitable tenant was secured, however the noise persisted and became louder, and he stated that he had no choice but to give a termination notice with cause.

15. Based on the testimony of the tenant and the landlords and based on the exhibits entered into evidence, I accept that the noise was excessive, it continued late into the evenings, and it interfered with the peaceful enjoyment of the tenant and his son. I find that the tenant had reason to end the tenancy with cause, and I find that the termination notice was given not less than 5 days, but not more than 14 days, after the notice was served, it met the requirements of the *Act* and was a valid notice.

Decision

16. The termination notice with cause dated 18 February 2026 under Section 23 of the *Act* was a valid notice.

Issue # 2: Rent Paid \$1025.00

Landlord's and Tenants' Positions

17. The landlords testified that the tenant vacated the unit on 26 February 2026 without proper notice and as a result they incurred the loss of rental income for the month of March in the amount of \$1400.00. The landlords stated that they wish to retain the security deposit in the amount of \$1025.00 to cover their loss of rental income.
18. The tenant disputed that he should be responsible for rent for the month of March as he is confident that he had good reason to give the termination notice with cause and vacate the unit on 26 February 2026.

Analysis

19. As the termination notice was deemed a valid notice as per the decision in paragraph 16 above, I find that the tenant is not responsible to pay the landlords for the loss of rental income for the month of March.

Decision

20. The landlords claim for rent paid does not succeed.

Issue # 3: Hearing expenses \$20.00

Analysis

21. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#3). In accordance with Section 12-1 of the *Policy*, filing fees can be claimable costs. As the landlord's claim for losses has not been successful, the tenant shall not be responsible for the hearing expenses.

Decision

22. The landlord's claim for hearing expenses does not succeed.

Issue # 4: Security deposit applied against monies owed Refund of Security Deposit

Analysis

23. Section 14 of the *Residential Tenancies Act, 2018* deals with security deposits, and the

relevant subsections state:

- (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.

24. The landlord's claim for losses has not been successful, and as such, the security deposit shall be refunded to the tenant in full. Pursuant to the *Residential Tenancies Act, 2018* the landlord 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

25. The tenant's claim for refund of security deposit succeeds.

26. The landlord's claim to have the security deposit applied against monies owed does not succeed.

Summary of Decision

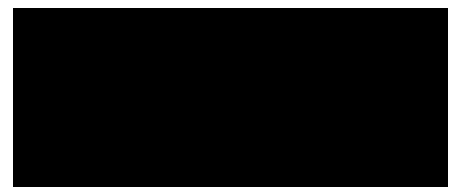
27. The termination notice with cause dated 18 February 2026 under Section 23 of the *Act* was a valid notice.

28. The landlords shall refund the security deposit to the tenant with interest in the amount of \$1030.39.

29. The landlord's claim for rent paid and hearing expenses does not succeed.

June 15, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office