

Residential Tenancies Tribunal

Application 2026-0478-NL and 2026-0742-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 29-July-2026 at 1:46 pm.
2. The applicant of the initial claim, [REDACTED] hereinafter referred to as the tenant, attended by teleconference.
3. The respondent and counterclaimant, [REDACTED], hereinafter referred to as the landlord, also attended via teleconference.

Preliminary Issues

4. Both parties acknowledged they were properly served.
5. This was a verbal month-to-month agreement, with rent set at \$500.00/month due on the 1st of each month and a security deposit of \$250.00 which was paid on 24-April-2026.

Issues before the Tribunal

6. Should the landlord's claim for unpaid rent and late fees succeed?
7. Should the tenant's claim for the cost of a taxi succeed?
8. What is the proper disposition of the security deposit?

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 (the *Act*).

Issue 1: Unpaid Rent and Late Fees

Landlord's Position

10. The landlord claims unpaid rent in the amount of \$1000.00, consisting of the monthly rent of \$500.00 for the months of May and June 2026. He also claims \$100.00 in late fees. The landlord testified that the tenant left the premises on 3-May-2026 without giving proper notice, and therefore seeks rent in lieu of notice. He testified that he was unable to secure a new tenant before 1-July-2026. He said the rent was initially discounted to \$400.00 for the first month but now seeks to rescind that discount if this tribunal will allow it.

Tenant's Position

11. The tenant testifies that he provided a proper notice of termination ending the tenancy early for cause, specifically the premises being uninhabitable. This notice was provided verbally and via text message to the landlord and to another tenant to whom the landlord had delegated some decision-making authority. He says the premises were uninhabitable due to uncleanliness, the presence of rats, the presence of insects, the presence of electrical hazards, and excessive noise.

Analysis

12. S. 34 of the *Act* lists the minimum requirements for any effective notice under the *Act*. It states that any notice under the *Act* must be in writing, contain the name and address of the recipient, identify the residential premises for which it was given, and state the section of the *Act* for which it was given. It therefore follows that the tenant's verbal notice was invalid by virtue of being verbal.
13. T#1 page 4 shows a text message the tenant sent the landlord on 3-May-2026. It does not contain the name and address of the recipient, it does not identify the residential premises for which it was given, and it does not state (directly or indirectly) the section of the *Act* for which it was given. The tenant's notice is therefore invalid.
14. The landlord testified that he did not begin to look for a replacement tenant until the third or fourth week of May, as he had been hoping to work things out with the tenant before then. A landlord seeking rent in lieu of notice has a duty to take all reasonable steps to mitigate their losses. Given the evidence before me in its totality, I find that the landlord's decision to defer seeking a new tenant does not meet that standard. The tenant's vociferous responses in text message should have quickly made clear that there was no middle ground to be reached. But for the landlord's delay in seeking a new tenant, he might have placed a new tenant sooner. I therefore find he can only claim for one month's lost rent.
15. Having given the matter some consideration, I find that the landlord can only claim for \$400.00 for the month of May, not \$500.00. This is the deprivation he suffered that month due to the tenant's breach of the rental agreement.
16. S. 15(1) of the *Act* states that where a tenant does not pay rent for a rental period within the time stated in the rental agreement, the landlord may charge the tenant a late payment fee in an amount set by the minister. The minister has set the rate for late fees at \$5.00 for the first day and \$2.00 for each day thereafter, to a maximum of \$75.00. As

rent has been overdue by more than 35 days, the maximum late payment fee of \$75.00 applies.

Decision

17. The landlord's claim for unpaid rent succeeds in the amount of \$400.00. The landlord's claim for late fees succeeds in the amount of \$75.00.

Issue 2: Taxi

Tenant's Position

18. The tenant claims \$25.00 for the cost of a taxi he hired to carry him from the premises when he left. He claims this on the basis that the premises was uninhabitable and therefore he needed to leave immediately for his health.

Landlord's Position

19. The landlord denies that the premises were uninhabitable.

Analysis

20. The tenant submitted that the premises were uninhabitable due to uncleanliness, the presence of rats, the presence of insects, the presence of electrical hazards, and excessive noise caused by another tenant. Uncleanliness and noise caused by another tenant do not by themselves reach the standard of rendering premises uninhabitable, though they could potentially be considered interference with peaceful enjoyment.
21. The tenant said he knew there were rats present as he saw and felt one crawling on him while he was "half-asleep," and because he found rat droppings which he documented as the video T#4. The subject of this video appears to lack the characteristic spindle shape of mouse/rat droppings. The landlord testified that he had been concerned with the tenants reports of a rodent infestation and had the premises inspected but found no such infestation.
22. The standard of proof is the balance of probabilities, and the onus is on the tenant to prove his claim. Considering the evidence in its totality, I do not find that the tenant has fulfilled this onus. I find it at least equally likely to the presence of rodents is that, sleeping poorly in an unfamiliar and uncomfortable environment, the tenant's rodent sighting was the product of his "half-asleep" state.
23. The tenant stated that he did not directly observe any insects but knew they were there because he was itchy. I do not find this argument convincing. Many things can cause itchiness, including stress.
24. The tenant says the premises had multiple electrical hazards. He explained that he was referring to two electric baseboard heaters that had the front cover removed. The landlord responded that there were no electrical elements in the exposed area and, in

any event, the covers were replaced at the first opportunity after he learned they were removed.

25. Regardless of whether or not the exposed heaters were electrical hazards, they were certainly hazardous. The thin metal exposed heating elements could cause cuts or burns on accidental contact. Nevertheless, this is also easily fixed simply by replacing the removed front covers. It would warrant a request for repairs, but in the circumstances, it does not reach the standard of rendering the premises uninhabitable.

Decision

26. The tenant's claim for compensation for the cost of a taxi fails.

Issue 3: Security Deposit

27. As the landlord is owed monies, they may apply the security deposit against the sum owed.

Summary of Decision

28. The landlord was successful in his claim and may therefore seek to be reimbursed for his reasonable hearing expenses. He seeks only the \$20.00 application fee, which is granted.
29. The tenant shall pay to the landlord \$245.00 as follows:

Unpaid Rent.....	\$400.00
Late Fees.....	\$75.00
Hearing Expenses.....	\$20.00
Less Security Deposit....	-\$250.00
Total.....	\$245.00

10-August-2026

Date



Seren Cahill
Residential Tenancies Office