

Residential Tenancies Tribunal

Application 2026-0515-NL and 2026-0675-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 30-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 respondents, [REDACTED] hereinafter referred to as the landlords, were represented at the hearing by [REDACTED] who also attended by teleconference.

Preliminary Issues

4. Both parties acknowledged they were properly served.
5. This was a month-to-month agreement, with rent set at \$850.00/month due on the 1st of each month and a security deposit of \$600.00 which was paid on 13-June-2025.

Issues before the Tribunal

6. Is the termination notice dated 20-March-2026 valid?
7. Should the landlord's claim for unpaid rent and utilities succeed?
8. Should the tenant's claim for compensation for inconvenience and a refund of utilities succeed?

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*).
10. Also considered and referred to in this decision is s. 34 of the *Act*, as follows:

Requirements for notices

34. A notice under this Act shall

- (a) be in writing in the form prescribed by the minister;
- (b) contain the name and address of the recipient;
- (c) identify the residential premises for which the notice is given; and
- (d) state the section of this Act under which the notice is given.

Issue 1: Validity

Landlords' Position

11. The landlord argues that the tenant did not provide adequate notice to end the tenancy.

Tenant's Position

12. The tenant took the position that in a flood situation, no notice is required.

Analysis

13. A notice of termination is always required by the *Act* when a party seeks to end a tenancy. Under s. 34(a), a notice must be in writing, so a verbal notice can never be valid. Due to s. 22(f) of the *Interpretation Act*, RSNL1990 c I-19, a notice need not necessarily be in the form prescribed by the minister to be valid.
14. T#1 page 1 shows an email the tenant sent the landlord stating, on 20-March-2026, that they would be completely moved out by the end of the month. It contains the name of the recipient and specifies the residential premises it regards but does not identify the section of the *Act* under which it was given. This is sufficient to render it invalid under s. 34(d).

Decision

15. The termination notice dated 20-March-2026 is invalid.

Issue 2: Unpaid Rent and Utilities

Landlords' Position

16. The landlords submit that the tenant provided inadequate notice, was required to submit one months' notice in accordance with s. 18(1)(b), and therefore seeks rent in lieu of notice in the amount of \$850.00, representing the full month's rent for the month of April 2026, as well as \$65.64 for the cost of utilities for the last two weeks of April. He suggested the flooding which occurred on 17-March-2026 caused no lasting damage.

Tenant's Position

17. The tenant testified that they felt they needed to move due to the aftermath of a flood which occurred on 17-March-2026, and as the landlord's previous behaviour had suggested to them that they could not rely on the landlord to adequately respond to the situation. They suggested one month's notice was not necessary in this circumstance.

Analysis

18. A tenant is generally required to provide one month's notice in a month-to-month rental agreement, in accordance with s. 18(1)(b). Notwithstanding this, s. 20(1), s. 21(1), and s. 23(1) provide circumstances that allow for termination with less notice. Each of them requires that the tenant provide a notice of termination identifying the section of the *Act* it is given under, as well as requirements specific to each section. For instance, in this case, the tenant might have attempted to end the tenancy under s. 21 if they felt the flood rendered the premises uninhabitable. In this case, they did not. It therefore follows that the s. 18(1)(b) requirement remains in effect and the tenant failed to comply with the one month's notice requirement.
19. Statutory condition 4 under s. 10(1) of the *Act* is a codification of the common law, stating that where the tenant abandons the residential premises, the landlord shall mitigate damages that may be caused by the abandonment to the extent that a party to a contract is required by law to mitigate damages. A party to a contract is required to take all reasonable steps to reduce foreseeable losses.
20. In this case, the landlord testified that they did not begin searching for new tenants immediately because the snow and ice outside the premises prevented safe access of the premises. I find this argument inherently flawed. If the level of snow and ice outside the premises might have been rendered safe with some time shoveling, the landlord could have mitigated their losses by performing this shoveling (personally or through a contractor) and placing a new tenant as soon as possible. They then might have applied to recover any remaining losses including damages for labour, if any. On the other hand, if the level of ice and snow could not have been rendered safe with ordinary snow removal practices, then the premises was truly uninhabitable during this time, and the landlord would not be entitled to rent for this period.
21. I am satisfied that the landlord could have mitigated their losses by taking reasonable steps and failed to do so.

Decision

22. The landlords' claims for unpaid rent and unpaid utilities fail.

Issue 3: Compensation for Inconvenience and Refund of Utilities

Tenant's Position

23. The tenant seeks compensation for inconvenience in the amount of \$229.94 representing the cost of a storage unit where they held their personal possessions after leaving the rental premises and compensation for the cost of utilities in the amount of \$304.92, representing the time period of March and the beginning of April. They argue

that the cost of storage was necessitated by the quick move caused by the flood, and the utilities cost was a result of the landlord's failure to respond to their inquiries about switching the NL Power account in a timely manner.

Landlord's Position

24. As referenced above, the landlord disputes that the flooding necessitated the fast move and takes the position that the utilities for March and April were the tenant's responsibility.

Analysis

25. As referenced above, the tenant failed to properly terminate the tenancy. To that extent, the uncertainty regarding the transfer of the utilities account is the result of the tenant's own actions.
26. Considering the evidence in its totality, I do not find sufficient evidence to establish on a balance of probabilities that the tenant needed to move as quickly as possible. Given the landlord's evidence, I find it at least as likely that the premises could have remained stable for long enough to issue a tenant's request for repairs or otherwise address the deficiencies in the premises.

Decision

27. The tenant's claim for compensation for inconvenience and a refund of utilities fails.

Issue 4: Security Deposit

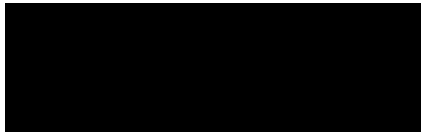
28. The tenancy has ended and the landlord's claim against the security deposit has failed. It must be returned to the tenant.
29. S. 14(7) of the *Act* states that a landlord shall credit interest to the tenant on the full amount or value of the security deposit, at the rate prescribed by the regulations, during the time the security deposit is held by the landlord. The regulations prescribe a simple interest rate of 1% annual for the year 2025 and an interest rate of 0% for the year 2026. The total interest is therefore \$3.32.

Summary of Decision

30. The landlords shall pay to the tenant \$603.32 in the security deposit and interest.

10-August-2026

Date



Seren Cahill
Residential Tenancies Office