

Residential Tenancies Tribunal

Application 2026-0538-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 3-August-2026 at 2:10 pm.
2. The applicant, [REDACTED], hereinafter referred to as the tenant, attended by teleconference.
3. The respondent, [REDACTED] hereinafter referred to as the landlord, did not attend.

Preliminary Issues

4. The tenant provided an affidavit (L#1) stating that they served the landlord notice of the hearing electronically on 10-June-2026. Proof of service was also provided (L#2-L#3). The landlord filed a counterclaim with our office a week before the hearing but did not hear back before the hearing date. I was able to reach them by telephone on the hearing date. They informed me that as they did not receive an answer to their counterclaim, they were not aware of when the hearing would be and the employee who would attend the hearing was not prepared. I informed them I would consider their request for a postponement but could not make a final decision outside of the hearing. The tenant argued for the hearing to proceed with the counterclaim severed, as further delay would unfairly disadvantage her and the landlord was properly served. I agreed, severed the counterclaim, and heard the tenant's application.
5. This was a fixed term agreement, with rent set at \$750.00/month due on the 1st of each month and a security deposit of \$600.00 which was paid on 1-November-2024.

Issues before the Tribunal

6. Is the termination notice dated 19-August-2025 valid?
7. Should the tenant's claim for rent, compensation for inconvenience, and other compensation 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*).
10. Also considered and referred to in this decision are sections 24 and 34 of the *Act*, as follows:

Notice where tenant contravenes peaceful enjoyment and reasonable privacy

24. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b), where a tenant contravenes statutory condition 7(a) set out in subsection 10(1), the landlord may give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential premises on a specified date not less than 5 days after the notice has been served.

(2) In addition to the requirements under section 34, a notice under this section shall

- (a) be signed by the landlord;
- (b) state the date on which the rental agreement terminates and the tenant is required to vacate the residential premises; and
- (c) be served in accordance with section 35.

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 of Termination Notice

11. The tenant contests the validity of a termination notice (L#4) dated 19-August-2025. To be valid, a termination notice must comply with all relevant sections of the *Act*.
12. L#4 is in writing in the form prescribed by the minister. It contains the name and address of the recipient. It identifies the residential premises it regards. It states it was given under s. 24 of the *Act*. It therefore complies with s. 34.
13. L#4 was signed by a representative of the landlord. It states the date on which the rental agreement is to terminate. It was served on the tenant by registered mail in accordance with s. 35(2)(e). It therefore complies with s. 24(2).

14. L#4 complies with the timeline requirements under s. 24(1).
15. The only remaining consideration is whether the tenant contravened statutory condition 7(a), which reads as follows:

7. Peaceful Enjoyment and Reasonable Privacy -

(a) The tenant shall not unreasonably interfere with the rights and reasonable privacy of a landlord or other tenants in the residential premises, a common area or the property of which they form a part.

16. The termination notice was accompanied by a letter, L#5. The letter contains three “reminders” that I infer were the reasons for the notice. The first is that smoking within the unit is prohibited. The tenant denied doing this, except for lighting a cigarette immediately prior to leaving. Regardless, smoking is a violation of the rental agreement but is not, in and of itself, an unreasonable interference with the rights of a landlord. The second is that pets must be tethered and supervised at all times and are not permitted to roam freely outdoors. The tenant correctly points out that this provision is not included in the rental agreement. The third is that the open fires are not permitted on or near the property due to the provincial fire ban that was on at the time. The tenant testified that she had “set the fire up,” but it was her neighbour who lit it. In the absence of any evidence to the contrary, I find that the notice L#4 is invalid.

Decision

17. The notice dated 19-August-2025 is invalid.

Issue 2: Compensation

18. The tenant seeks a refund of rent in the amount of \$2700.00. This includes the entire monthly rent of \$750.00/month for the months of September and October 2025, during which she resided at the premises, as well as \$200.00/month for November 2025 to April 2026, which is when the fixed term rental agreement was set to end. This represents the difference of the rent between what she paid at the residential premises and the greater amount she paid at the apartment to which she moved in November 2025. She says receiving the invalid termination notice filled her with constant panic, worrying that “the sheriff was going to knock on the door and say, you know what, you have to be out at midnight,” so she did not have peaceful enjoyment of the premises and felt compelled to leave. On the same basis she seeks \$600.00 in compensation for inconvenience related to moving out and \$1000.00 as what she describes as an arbitrary number to represent the inconvenience of being forced to move, on short notice, to a place that does not accommodate her needs. She stresses that she broke her leg while packing, though there was no suggestion this was the fault of the landlord.
19. While some anxiety is understandable, the tenant was in no danger of being forced out suddenly on an invalid termination notice, a fact she could have learned by contacting the Residential Tenancies Division named on the notice or by checking the website printed at the bottom. She retained the option to contest the notice and remain in the premises. I therefore find that the tenant’s decision to leave the premises was voluntary. In addition, given the tenant’s testimony, I have no reason to believe that the landlord’s

notice was issued in bad faith. Given that the tenant admits to lighting cigarettes inside the premises and setting up a fire which was then burned during a province wide fire ban, it seems likely that they had legitimate concerns. The tenant disputes their good faith because the landlord did not attend the hearing on a previous application they made, 2025-0857-NL. This was the landlord's application for vacant possession under s. 19 of the *Act* (notably for nonpayment of rent, not interference with peaceful enjoyment) and for unpaid rent. I infer that the landlord did not attend because the tenant had vacated the premises before the date, rendering that portion of their claim moot. Insofar as they abandoned the claim for unpaid rent, that could only be to the tenant's advantage.

Decision

20. The tenant's claim for a refund of rent, compensation for inconvenience, and other compensation all fail.

Issue 3: Security Deposit

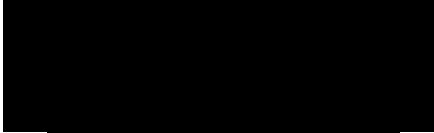
21. The tenant has applied for the return of the security deposit and served the landlord with notice of this application on 10-June-2026. The landlord did not file a counterclaim against the security deposit within 10 days, so the security deposit must be returned to the tenant as per s. 14(12) of the *Act*.
22. S. 14(7) 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 annual interest rate of 1% for the years 2024 and 2025 and an interest rate of 0% for the year 2026. The interest therefore totals \$7.00.

Decision

23. The termination notice dated 19-August-2025 is invalid.
24. The landlord shall pay to the tenant \$707.00 in the security deposit and interest.

19-August-2026

Date



Seren Cahill
Residential Tenancies Office