

Residential Tenancies Tribunal

Application 2026-0606-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 3-September-2026 at 1:46 pm.
2. The applicant, [REDACTED] hereinafter referred to as the landlord, attended by teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as the tenants, also attended by teleconference.

Preliminary Issues

4. The tenants acknowledged they were properly served.
5. This is a fixed term written agreement, with rent set at \$1800.00/month due on the last day of each month and a security deposit of \$900.00 which was paid on 19-March-2026.

Issues before the Tribunal

6. Is the termination notice dated 30-April-2026 valid?
7. Should the landlord's claim for unpaid rent succeed?
8. Should the landlord's claim for damages succeed?
9. What is the proper disposition of the security deposit?

Legislation and Policy

10. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act*, 2018 (the *Act*).
11. Also considered and referred to in this decision are section 18(1), 18(9), and 34 of the *Act*, as follows:

Notice of termination of rental agreement

18. (1) A tenant shall give the landlord notice that the rental agreement is terminated and the tenant intends to vacate the residential premises

(a) not less than 7 days before the end of a rental period where the residential premises is rented from week to week;

(b) not less than one month before the end of a rental period where the residential premises is rented from month to month; and

(c) not less than 2 months before the end of the term where the residential premises is rented for a fixed term.

...

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

(a) be signed by the person providing the notice;

(b) be given not later than the first day of a rental period;

(c) state the date, which shall be the last day of a rental period, on which the rental agreement terminates and the tenant intends to vacate the residential premises or the date by which the tenant is required to vacate the residential premises; and

(d) 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

12. To be valid, a termination notice must comply with all relevant provisions of the *Act*. The landlord submitted L#1, a termination notice provided by the tenants and dated 30-April-2026.
13. L#1 is in writing in the form prescribed by the minister. It contains the name and address of the recipient. It identifies the residential premises for which it was given. It identifies itself as being given under s. 18(1)(c) of the *Act*. It therefore complies with s. 34 of the *Act*.
14. L#1 was signed by the tenants. It was given on 30-April-2026, the first day of the rental period. It states the date on which it is to terminate, but that date is not the last day of a rental period. It is therefore invalid under s. 18(9)(c).

Decision

15. The termination notice dated 30-April-2026 is invalid.

Issue 2: Unpaid Rent

Landlord's Position

16. The landlord seeks rent in lieu of notice for the month of June 2026. He acknowledges that the previous landlord, from whom he bought the property, may have told the tenants they could move out early, but this was never brought to his attention nor approved by him. He says the tenant's early move out caused him a loss and seeks to recover that amount.

Tenants Position

17. The tenants testified that the previous property owner agreed to allow them to move out early, and that they relied on this agreement. They provided T#1 page 19-20, a series of text messages between them and the then property owner on or about 30-April-2026, where the previous owner tells them the new buyers will accept the move out date chosen by the tenants as long as the tenants fill out a notice of termination. He specifies a possible date of June 1.

Analysis

18. I accept that the tenants relied on the then landlord's promise that they would be able to move out on 1-June-2026 without penalty. The person they were speaking to at that time was the person with whom they had a landlord-tenant relationship and they were entitled to act on his representations. This constitutes written agreement to terminate early under s. 18(5), so a written termination notice is not required. In the alternative, I would consider the previous property owner's actions to constitute a basis for promissory estoppel, preventing the current landlord from recovering.
19. It is unfortunate that there was miscommunication between the landlord and the previous property owner. However, if the landlord has a right to recover any resulting loss it may be from the previous owner and would not be from the tenants. Any such liability is beyond the jurisdiction of this tribunal.
20. The landlord is entitled to pro-rated rent for the date of 1-June-2026 as the tenants resided in the premises for at least part of this date. A daily rate must be calculated. The correct formula for determining a daily rate is to multiply the monthly rent by the 12 months and divide by the 365 days of the year. In this case, the daily rate is $\$1800/\text{month} \times (12 \text{ months}/365 \text{ days}) = \sim \$59.18/\text{day}$.

Decision

21. The landlord's claim for unpaid rent succeeds in the amount of \$59.18.

Issue 3: Damages

Landlord's Position

22. The landlord claims \$300.00 in compensation for damages, representing the cost of cleaning the premises for 12 hours as he testifies the tenants left the premises in an unclean state. L#2 shows photos of the premises after the tenants vacated. He says the premises had a smell of pet urine.

Tenants' Position

23. The tenants deny any smell of pet urine, and characterize the cleaning required as regular turnover cleaning, which they argue is the landlord's responsibility. They question the landlord's time taken to perform the cleaning.

Analysis

24. Tenants are responsible for maintaining the premises in a clean condition under the *Act*. When tenants return possession of the premises in an unclean condition, they have violated the *Act* in a way that causes the landlord a loss. There is therefore no concept of "normal turnover cleaning." Tenants are financially responsible to return rental premises in a clean condition.
25. Based on the photos provided, I find the landlord's claim for 12 hours of labour to be reasonable. This is an appropriate amount of time for the level of uncleanliness shown.
26. This tribunal awards self-labour at a rate of minimum wage + \$8.00/hour, currently \$24.35/hour. Multiplying this by 12 hours yields a total of \$292.20.

Decision

27. The landlord's claim for damages succeeds in the amount of \$292.20.

Security Deposit

28. The landlord is owed moneys and may therefore apply the security deposit against the sum owed. The remainder of the security deposit must be returned to the tenants.
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 a rate of 0% for the year 2026. The total interest is therefore \$7.10.

Summary of Decision

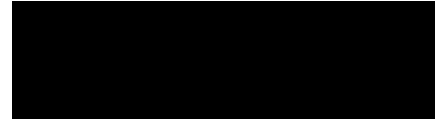
30. The landlord shall pay to the tenants \$555.72 as follows:

Security Deposit.....\$907.10

Damages.....-(\$292.20)
Unpaid Rent.....-(\$59.18)

Total.....\$555.72

10-September-2026
Date



Seren Cahill
Residential Tenancies Office