

Residential Tenancies Tribunal

Application 2025-0691-NL

Michael Reddy
Adjudicator

Introduction

1. Hearing was called at 9:03 AM on 10-September-2025.
2. The applicant, [REDACTED], hereinafter referred to as the tenant, attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the landlord, attended by teleconference.

Preliminary Matters

4. The tenant submitted an affidavit (T#1) with the application stating the landlord had been served by registered mail [REDACTED] at approximately 4:30 PM on 26-August-2025. Canada Post tracking confirms delivery on 28-August-2025, and the landlord did not dispute this service. In accordance with the *Residential Tenancies Act, 2018 (the Act)*, this is considered good service.
5. There was a verbal fixed term rental agreement which started on 31-December-2024 until 16-September-2025, with rent set at \$600.00 due on the 16th of each month and shared utilities for 1 bedroom in a 4-bedroom home. The kitchen, living room and bathroom were shared common areas of the residence. The tenant, the landlord and one other tenant lived in the rental premises. In June 2025, another tenant moved into the property. The tenant vacated the property on 6-July-2025. A security deposit of \$400.00 was collected on 22-November-2024 (T#2) still in the possession of the landlord.
6. The tenant amended his claim for compensation for inconveniences to include the \$100.00 originally claimed under 'damages', increasing the amount of \$600.00.

Issues before the Tribunal

7. The tenant is seeking the following:
 - Validity of termination notice
 - Refund of security deposit of \$400.00 plus interest
 - Compensation for inconveniences of \$600.00
 - Refund of rent in the amount of \$600.00
 - Utilities paid in the amount of \$11.00
 - Hearing expenses in the amount of \$20.00

Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in Sections 46 and 47 of the *Residential Tenancies Act, 2018 (the Act)*.
9. Also, relevant and referred to in this decision are Sections 10, 14, 21 and 42 of the *Act*, along with *Policy 04-002, Policy 07-006, and Policy 12-001* of the *Residential Tenancies Program Policies*.

Issue 1: Validity of Termination Notice

Relevant Submission

10. The tenant is seeking to determine the validity of the termination notice issued to the landlord by email on 4-July-2025 (T#3).

Tenant Position

11. The tenant testified he issued the landlord a termination notice by e-mail due to what he described as “uninhabitable conditions”. He stated there was a verbal agreement between both parties for the tenant to vacate by 14-July-2025.
12. In support of his position, the tenant supplied e-mail correspondence outlining concerns he experienced while a tenant at the rental premises which were communicated to the landlord prior to the termination notice (T#3). In addition, the tenant also supplied correspondence between both parties that there was an agreement for tenant to vacate by 15-July-2025 (T#4).

Landlord Position

13. The landlord testified he notified the tenant he would not be renewing the fixed term rental agreement beyond 16-September-2025. He disputed that there was an agreement for the tenant to end the rental agreement before the end of the fixed term.

Analysis

14. A termination notice served under the Residential Tenancies Act, 2018 must comply with the Act's statutory requirements, including clear identification of the authority under which the tenancy is being terminated and adherence to the prescribed notice periods.
15. In this case, the correspondence relied upon by the tenant does not meet the technical requirements of a termination notice under the Act. The communications were not provided in a prescribed or recognized form pursuant to section 34(a). While the absence of a prescribed form in itself does not necessarily invalidate a notice, the correspondence also fails to clearly state the applicable statutory authority under which the termination was effected, as required by section 34(d). The correspondence also references section 10(1) of the Act, discusses issues pertaining to interference with peaceful enjoyment under section 24 of the Act, and then frames the termination as arising from "uninhabitability," which more properly engages section 21 of the Act. This creates ambiguity as to which authority under the Act the termination notice is being issued.
16. In consideration of the tenants position that the premises was "uninhabitable", the context of section 21(1) of the Act, requirements are clear:

Notice where premises uninhabitable

21 (1) Notwithstanding subsection 18(1) and paragraph 18(3)(a), where a landlord contravenes statutory condition 1 set out in subsection 10(1), the tenant may give the landlord notice that the rental agreement is terminated and the tenant intends to vacate the residential premises effective immediately.

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

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

(b) state the date 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

(c) be served in accordance with section 35.

17. In this case, the correspondence delivered on 4 July 2025 specifies a termination date of 14 July 2025. A notice under section 21 contemplates termination effective immediately, rather than at a future date. Additionally, the landlord disputes the tenant's assertion that the premises were uninhabitable. While the testimonies of both parties are accepted as truthful from their respective

perspectives, there was insufficient evidence provided to establish that the condition of the premises met the statutory threshold of “uninhabitable” as contemplated by the Act.

18. Accordingly, the tribunal finds that the tenant did not serve a valid termination notice under the Act. However, the absence of a valid termination notice does not conclude the analysis. Section 18(5) of the Act provides that a notice of termination is not required where a landlord and tenant agree in writing to terminate the rental agreement on a specified date.
19. The evidence demonstrates that the tenant communicated health and safety concerns to the landlord, advised that those concerns were not, in his view, being addressed, and on 4 July 2025 clearly stated his intent to vacate the premises on 14 July 2025. On 5 July 2025, the landlord responded by disputing the tenant’s concerns and asserting that the tenant’s actions forced a premature end to the tenancy, stating that the tenancy would end on 15 July 2025 in accordance with their “verbal and recorded agreement.”
20. In these circumstances, the evidence supports a finding that both parties agreed regarding the termination of the tenancy. The tenancy is therefore properly characterized as having ended pursuant to section 18(5) of the Act, rather than through reliance on a defective termination notice.

Decision

21. Notwithstanding the absence of a valid termination notice under the Act, the tenancy is deemed to have been terminated in accordance with the Act on 14 July 2025, pursuant to mutual agreement under section 18(5).

Issue 2: Refund of Security Deposit plus interest

Relevant Submission

22. The tenant is seeking a refund of the security deposit of \$400.00 plus interest which he paid on 22-November-2024.

Tenant Position

23. The tenant testified he paid a security deposit in the amount of \$400.00 on 22-November-2024. Along with his application, the tenant supplied a copy of an e-transfer in the amount of \$1000.00 (T#2). The tenant stated this payment included \$600.00 for the first month rent and \$400.00 for the security deposit. He suggested that during the tenancy he had paid the landlord monies related to damages to the rental premises that he was responsible for, and there was no reason he should not receive his security deposit.

Landlord Position

24. The landlord did not dispute the tenant had paid \$400.00 for what he identified as a “damage deposit” on 22-November-2024. He stated he informed the tenant the security deposit would not be returned to him due to damages which the tenant was allegedly responsible for in the shared bathroom.
25. The landlord testified the tenant vacated the rental premises on 8-July-2025. The landlord did not dispute he was served the tenant’s Application for Dispute Resolution on 26-August-2025, and, as of the hearing date, he had not made application to claim the security deposit.

Analysis

26. Section 14 of the *Residential Tenancies Act, 2018* deals with security deposits, and the relevant subsections state:

Security deposit

- 14 (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.
27. In accordance with the *Act* as stated above, the landlord did not return the security deposit within the 10-day time frame and has failed to make application to the Director to retain the security deposit. The tenant was able to show that he

paid the security deposit. For these reasons, I find that the landlord shall refund the security deposit to the tenant.

28. Pursuant to the *Residential Tenancies Act, 2018* the landlord must pay interest on a security deposit to the 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 is 1% for 2024 and 2025.

Decision

29. The tenant's claim for refund of security deposit plus interest succeeds in the amount of \$403.22.

Issue 3: Compensation for Inconveniences \$600.00

Tenant Position

30. The tenant testified that, because of the actions of the landlord and another tenant, which included smoking inside the rental premises, offensive odors from the landlord and other tenant bothering him, and harassing behavior that was directed towards him, he was seeking \$100.00 for costs associated with having to move and \$500.00 for the negative impacts on him from the actions of the landlord and other tenant. He described arriving at the \$500.00 amount as being "determined by what they did to me before I moved".
31. Along with his application, the tenant supplied audio evidence (T#6) of an incident when the landlord and another tenant disturbed him after hours (approximately 2:00 AM). The tenant stated he had contacted the Royal Newfoundland Constabulary to investigate the actions of the landlord and other tenant. As of the date of hearing, the tenant testified there were no criminal charges laid against the landlord and other tenant.
32. The tenant submitted a written chronology of concerns during the tenancy between he and the landlord (T#7).
33. The tenant also testified that he paid two friends of his to help him move to another location in the amounts of \$30.00, \$47.67, and \$53.00.

Landlord Position

34. The landlord disputed that there were threats made to the tenant and testified that another tenant in the rental premises had contacted him about noise from the tenant's room, which was bothersome to the other tenant. After being made aware of this, the landlord did not dispute that he and another tenant knocked on

the door of the tenant for approximately “2 or 3 minutes” to request that the tenant stop making noise that was disturbing to the other tenant.

35. The landlord disputed he was responsible for the inconveniences of the tenant. He testified, “He violated a contract”.

Analysis

36. The tenant seeks compensation pursuant to section 42 of the Residential Tenancies Act, 2018. Under that section, the Director may award compensation where a party has suffered loss arising from a contravention of the Act by the other party. Such compensation must be based on actual, reasonable, and quantifiable loss directly attributable to a breach of the Act and not speculative or punitive in nature.
37. The tenant’s claim is based largely on allegations of harassment, intimidation, smoking inside the premises, offensive odors, and interpersonal conflict involving the landlord and another tenant. While these allegations are serious, and the evidence establishes that there was conflict between the parties’, pecuniary damages are not awarded under the Act.
38. With respect to the tenant’s claim for \$500.00 for the negative personal impact he experienced, this amount was expressly described by the tenant as being based on what the conduct “did to me,” rather than on any measurable financial loss. Compensation for inconvenience or distress must be evidence-based; subjective harm, frustration, or emotional distress does not form a proper basis for compensation.
39. The tenant also seeks compensation for moving costs, submitting evidence of payments totaling approximately \$130.67 to friends who assisted with his move. While moving costs can be compensable in certain circumstances, such compensation is generally awarded when a tenant is required to relocate as a direct result of a landlord’s contravention of the Act. In this case, the tenancy was found to have ended by mutual agreement pursuant to section 18(5), rather than as a result of a proven landlord breach requiring the tenant to vacate. As such, the moving expenses would not be attributed to a compensable contravention under the Act.

Decision

40. The tenant’s claim for compensation for inconveniences fails.

Issue 4: Refund of Rent

Tenant Position

41. The tenant is seeking \$600.00 refund of rent. He testified he paid \$600.00 rent on 4-July-2025 for the rental period from 16-July-2025 to 15-August-2025. The tenant supplied evidence of a rental payment for July 2025 (T#2). He then vacated the rental premises on 6-July-2025, in advance of the date noted on his correspondence to vacate, alleging that his early departure was based on the actions of the landlord and another tenant.

Landlord Position

42. The landlord did not dispute he received rent for this period from the tenant. He testified the tenant had broken a fixed term rental agreement in place until 16-September-2025. The landlord offered that as of the date of the hearing, the rental was not occupied by a new tenant.

Analysis

43. As previously determined, while no valid statutory termination notice was served, the tenancy ended by mutual agreement pursuant to section 18(5) of the Residential Tenancies Act, 2018, effective 14 July 2025. When a tenancy ends by mutual agreement, rent liability typically ends on the agreed termination date unless the parties agree otherwise. There is no evidence that the tenant agreed to forfeit rent paid for periods after 14 July 2025.
44. Rent paid for the period beginning 16 July 2025 therefore relates to a time when no tenancy existed. As such, the landlord has no authority under the Act to retain that rent. Accordingly, the tenant is entitled to a refund of \$600.00.

Decision

45. The tenant's claim for refund of rent of \$600.00 succeeds.

Issue 5: Utilities paid \$11.00

Tenant Position

46. The tenant is seeking \$11.00 for utilities and testified that along with himself and the landlord there were two other tenants who occupied the rental premises, and the verbal fixed term agreement included a shared utilities arrangement. He stated he vacated the rental premises on 6-July-2025.
47. The tenant stated he last paid \$140.61 for his share of the utilities on 23-July-2025 and alleged another tenant "only paid \$20.00". The tenant testified "I don't

have sufficient evidence” in relation to his claim for compensation for utilities paid.

Landlord Position

48. The landlord did not dispute he received a payment from the tenant in July 2025, but disputed the amount being claimed by the tenant was appropriate as, on the day of the hearing, he had not received an up-to-date utilities bill.

Analysis

49. While the tenant and landlord did not dispute that there had been an exchange of money, there was insufficient evidence supplied in relation to the amount of compensation being sought. The tenant has not met the evidentiary threshold required for compensation under the policy.

Decision

50. The tenant’s claim for compensation for utilities paid does not succeed.

Issue 6: Hearing Expenses \$20.00

Relevant Submission

51. The tenant provided a receipt (T#8) demonstrating payment of a \$20.00 application fee and is seeking reimbursement.

Analysis

52. In accordance with Residential Tenancies Policy Section 12-001, filing fees can be claimable costs. As the tenant’s claim has been partially successful, I find that the landlord is responsible for the hearing expenses.

Decision

53. The tenant’s claim for hearing expenses succeeds in the amount of \$20.00.

Summary of Decision

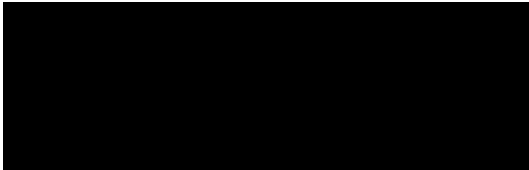
54. The tenancy is deemed to have been terminated in accordance with the *Act* on 14-July-2025, pursuant to mutual agreement under Section 18(5).
55. The tenant’s claim for compensation for inconveniences and utilities does not succeed.

56. The landlord shall pay to the tenant \$1023.22 as follows:

Security deposit + interest.....	\$403.22
Refund of Rent.....	\$600.00
Hearing expenses.....	\$20.00
 Total.....	 \$1023.22

April 9, 2026

Date



Michael Reddy, Adjudicator
Residential Tenancies Office