

Residential Tenancies Tribunal

Application 2025-0141-NL & 2025-0273-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 20-May-2025 at 1:47 pm.
2. The applicant of the initial application, [REDACTED], hereinafter referred to as the tenant, attended via teleconference.
3. The respondents and applicants of the counterclaim, [REDACTED] and [REDACTED], hereinafter referred to as the landlords, also attended via teleconference.

Preliminary Matters

4. Both parties acknowledged that they were served notice of the other party's claim.
5. The tenant has made a claim for a refund of rent and the landlord has made a claim for unpaid rent. As the two issues regard the same pattern of facts, they have been combined into one heading below.

Issues before the Tribunal

6. What, if any, rent is owed?
7. What is the proper disposition of the security deposit?

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 considered and referred to in this hearing are s.24 and s.34 of the *Act*, which read as follows:

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.

Notice where landlord contravenes peaceful enjoyment and reasonable privacy

23. (1) Notwithstanding subsection 18(1) and paragraph 18(3)(a), where a landlord contravenes statutory condition 7(b) 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 on a specified date not less than 5 days, but not more than 14 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 tenant;
 - (b) state the date on which the rental agreement terminates and the tenant intends 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: Rent

Landlords' Position

10. The landlords seek \$1500.00 in unpaid rent in lieu of notice, representing the full monthly rent of \$750.00/month for the months of February and March 2025. They testify that the tenant had agreed to a fixed term rental agreement starting in September 2024 and ending in April 2025. They testified that the tenant left on 21-January-2025 after

providing a termination notice (LL#1) on 20-January-2025, and paid rent until the end of January. They contest the validity of this notice.

11. The landlords state that they had trouble with the mini split in the premises starting in January, but that the premises still had an electric heater, which was the primary source of heat.
12. They stated that they began advertising the premises after 31-January-2025 but were unable to find a new tenant before April.

Tenant's Position

13. The tenant seeks \$750.00 as a refund of rent for the month of January 2025 on the basis that the premises were unbearably cold as the mini split was not working.
14. The tenant contends that the notice she served on the landlords (LL#1) is a valid termination notice.

Analysis

15. If LL#1 is a valid termination notice, it is a full answer to the landlords' claim. I will start my analysis there.
16. To be valid, a termination notice must comply with all relevant sections of the *Act*. LL#1 is in writing in the form prescribed by the minister. It contains the name of the recipient. It identifies the residential premises which it regards. It states it is issued under s. 21(1) and s. 23(1). It therefore complies with s. 34 of the *Act*.
17. LL#1 is signed by the tenant who provided it. It states the date on which the tenancy is to terminate. It was served on the landlords personally in accordance with s. 35(2)(a) of the *Act*. It therefore complies with s. 21(3) and s. 22(3).
18. For LL#1 to be valid under s. 21(1), the landlord must have contravened statutory condition 1, which reads as follows:
 1. *Obligation of the Landlord* -
 - (a) The Landlord shall maintain the residential premises in a good state of repair and fit for habitation during the tenancy and shall comply with a law respecting health, safety or housing.
 - (b) Paragraph (a) applies regardless of whether, when the landlord and tenant entered into the rental agreement, the tenant had knowledge of a state of non-repair, unfitness for habitation or contravention of a law respecting health, safety or housing in the residential premises.
19. The tenant claims that the house was uninhabitable due to the cold. Based on the testimony of all parties, I reject this testimony on a balance of probabilities. It seems clear that the tenant vacated following a conflict with the landlords and their daughter that came to a boiling point in late January. The alleged issue with the mini split existed well before this and there was no evidence that tenant had issues with the heat prior to

this nor explanation as to why she waited until this point to issue a notice. Further, the tenant had no answer to the landlord's assertion that the house was primarily heated by an electric heater.

20. While LL#1 is not valid under s. 21(1), it may still be valid under s. 23(1). It was issued on 20-January-2025 and gives a move out date of 31-January-2025. This date is not less than 5 or more than 14 days after it was served, as required by s. 23(1). The only remaining question is whether or not the landlords contravened statutory condition 7(b), as follows:

7. Peaceful Enjoyment and Reasonable Privacy -

...

(b) The landlord shall not unreasonably interfere with the tenant's reasonable privacy and peaceful enjoyment of the residential premises, a common area or the property of which they form a part.

21. The question is thus whether or not the landlords unreasonably interfered with the tenant's reasonable privacy or peaceful enjoyment of the premises. I find on a balance of probabilities that they did. The landlords' own testimony was that they forbade the tenant from having particular guests, specifically men that she met on the dating app tinder. The landlord testified that when the tenant was first moving in, she met with the tenant and her parents and advised that they did not want her meeting men downtown and bringing them back to the premises. She said that the tenant responded "no, I'm here to study." A statement of intent is not an agreement, and tinder is not downtown.
22. The *Act* does not give a landlord a general power to forbid certain guests arbitrarily. There was no written agreement, and I do not accept on a balance of probabilities that the landlord and tenant made a verbal agreement that the landlord would have this power under the rental agreement. The landlords' interference with the tenant's romantic life is unreasonable.
23. LL#1 is a valid termination notice, so the rental agreement was ended properly on 31-January-2025. The landlords' claim for rent in lieu of notice fails.
24. As discussed in paragraph 19, above, I do not accept the tenant's testimony that the premises were uninhabitable for the month of January. The tenant's claim for a refund of rent fails.

Issue 2: Security Deposit

25. As the landlord's claim was unsuccessful and the tenancy has ended, the security deposit must be returned to the tenant. In this case the security deposit was \$500.00 paid on 20-June-2024.
26. S. 14(7) 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 cumulative simple interest

rate of 1% annual for the years 2024 and 2025. Calculated to the date of the hearing, this results in interest totaling \$4.46.

Decision

27. The landlords' claim for unpaid rent fails.
28. The tenant's claim for a refund of rent fails.
29. The security deposit and interest, totaling \$504.46, shall be returned to the tenant.
30. As both parties were unsuccessful in their applications, no hearing expenses will be awarded.

Summary of Decision

31. The landlords shall pay to the tenant \$504.46 as a return of security deposit.

5-August-2025

Date



Seren Cahill
Residential Tenancies Office