

Residential Tenancies Tribunal

Application 2025-0324-NL
Counter application 2025-0457-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 1:45 p.m. on 24-June-2025.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as “the tenants” were represented by [REDACTED], who attended by teleconference.
3. The respondent and counter applicant, [REDACTED], hereinafter referred to as “the landlord” attended via teleconference.

Preliminary Matters

4. The tenants submitted an affidavit with their application stating that they had served the landlord with the notice of the hearing electronically via email on 4-June-2025 (TT#1). The landlord confirmed receiving notice of the hearing on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. The landlord submitted two affidavits with their application stating that they had served the tenants with the notice of the hearing electronically via email on 11-June-2025 (LL#1,2). The landlord submitted proof of sent emails. The tenant confirmed receiving the notice of the hearing on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service, I proceeded with the hearing.
6. There was a written fixed-term rental agreement which commenced 1-August-2024 for one year. Rent was \$1700.00 per month due on the 1st of each month. The tenants moved out on 31-March-2025. A security deposit of \$1275.00 was collected by three transfers during period of 22-July to 27-September-2024 and is still in the landlord’s possession.

Issues before the Tribunal

7. The tenants are seeking:
 - Refund of Security Deposit \$1275.00.
8. The landlord is seeking:
 - Validity of the termination notice;
 - Rent \$1700.00;
 - Compensation paid for damages \$402.51;

- Security deposit to be applied against any monies owed \$1275.00.

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*.
10. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Policy*, Section 9-3: Compensations for Damages to Rental Premises, Section 12-1: Costs, and following section of the *Residential Tenancies Act, 2018*, Section 14: Security Deposit, Section 34: Requirements for notice.

Issue # 1: Validity of termination notice

Landlord's and Tenant's Position

11. The landlord testified that the tenants notified her via email on 26-March-2025 of their intention to vacate the residential premises on 31-March-2025. She stated that the notice did not provide the required 30 days' notice and therefore was not a valid termination notice. The landlord submitted a copy of the email as evidence (LL#3).
12. The tenant confirmed the landlord's statement.

Analysis

13. Section 34 of the *Residential Tenancies Act* states:

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.*

14. I accept the landlord's and the tenant's testimony.

15. Upon reviewing the notice, I find that termination notice given on 26-March does not comply with the requirements outlined in Section 34 of the *Residential Tenancies Act*. Specifically, the notice is not signed and does not indicate the section of the *Act* under which it was issued and does not comply with the timeframe requirements of not less than two months before the end of the term for a Standard termination notice where there is a fixed term rental agreement in place.

16. As such, I find that the termination notice given by the tenants on 26-March-2025 is not a valid termination notice.

Decision

17. The termination notice issued by the tenants on 26-March is not a valid termination notice.

Issue #2: Rent paid \$1700.00

Landlord's Position

18. The landlord is seeking rent of \$1700.00 for the month of April, asserting that the tenants did not provide a valid termination notice.

Tenant's Position

19. The tenant disputed the landlord's claim stating that the unit was sold. The tenant explained that his family members who resided in the unit together decided to relocate, and therefore full amount of rent, electricity bills and heating costs were too high for them to cover.

Analysis

20. I accept testimonies of both parties that rent for April was not paid. I asked the landlord when the rental unit was re-rented, and he testified that the unit has not yet been re-rented. I also accept the landlord's statement that unit was sold by the end of April, however this sale should not have had any impact on the tenants residing in the unit, as the property was sold with tenancy in place. Given that it was already determined in paragraph 16 of this decision that the tenant's termination notice is not a valid termination notice and that the unit was not re-rented during the month of April, I find that the tenants are responsible for the rent of the month of April.

Decision

21. The landlord's claim for rent succeeds in the amount of \$1700.00.

Issue #3: Compensation for Damages \$402.51.

Landlord's Position

22. The landlord is seeking compensation for pest control services. She stated that on 1-April, one day after the tenants vacated the unit, the new owner was inspecting the property and observed a few rats outside the unit. A dead rat was also discovered. In response, the landlord promptly arranged for pest control services.

23. The landlord believes the rodent activity was caused by the actions of the tenants. She explained that the tenant's daughter, who had a child, had disposed of dirty diapers in an outdoor garbage can and then they became frozen. In addition, the tenants left other garbage outside the unit, which the landlord believes contributed to the rodent infestation. The landlord submitted a receipt for the pest control services to support her claim (LL#4). The landlord also submitted a sworn statement of the new owner of the property (LL#5).

Tenant's Position

24. The tenants did not deny the possibility that some garbage might have been left in the bottom of the outdoor garbage can, particularly as it may have been frozen due to the cold temperatures. However, they did not believe that this was the cause of the rats being present and stated that they never experienced any rodent issues during their tenancy.

Analysis

25. In accordance with *Residential Tenancies Policy 9-3*, the applicants are required to show:

- *That the damage exists;*
- *That the respondent is responsible for the damage, through a willful or negligent act; and*
- *The value to repair or replace the damaged item(s).*

26. I accept the landlord's statement that rats were observed outside the unit shortly after the tenants vacated, and that garbage, including frozen dirty diapers, was found in the outdoor garbage area. However, as the issue occurred outside of the unit, it is difficult to determine whether the presence of the rats was directly caused by the tenants' actions. While the presence of garbage may contribute to attracting rodents, I find that the landlord has not provided sufficient evidence to show that the infestation was solely the result of the tenants' behavior.

27. For these reasons, I do not find the tenants responsible for the cost of the pest control services.

Decision

28. The landlord's claim for compensations for damages does not succeed.

Issue # 4: Refund of Security Deposit \$1275.00.

Security deposit to be applied against any monies owed \$1275.00

Analysis

29. Section 14 of the *Residential Tenancies Act, 2018* states:

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).

30. The landlord's claim for losses has been successful as per paragraph 20 and as such, the security deposit shall be applied against monies owed. Pursuant to the *Residential Tenancies Act, 2018* the landlord must pay interest on a security deposit to a 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 in 2024-2025 is 1%.

Decision

31. Security deposit plus interest of \$1284.49 shall be applied against monies owed.

Summary of Decision

32. The termination notice is not a valid termination notice.

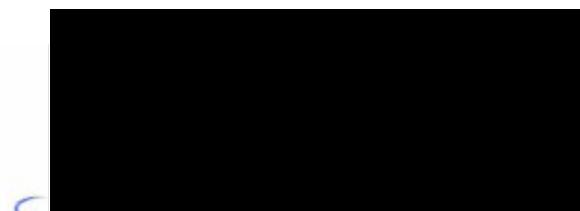
33. The tenant shall pay the landlord \$415.51 as follows:

Rent.....\$1700.00
Less Security Deposit & interest ... \$1284.49

Total \$415.51

June 25, 2025

Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office