

## Residential Tenancies Tribunal

Application 2025-0476-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 1:49 p.m. on 9-July-2025.
2. The applicant, [REDACTED], aka as [REDACTED], hereinafter referred to as "the tenant" attended by teleconference.
3. The respondent [REDACTED], aka [REDACTED], represented by [REDACTED], hereinafter referred to as "the landlord" attended by teleconference. [REDACTED] was called into the hearing as a witness for the landlord.

### Preliminary Matters

4. The tenant submitted an affidavit with his application stating that he had served the landlord with the notice of hearing electronically by email to: [REDACTED] and [REDACTED] on 27-June-2025 (TT#1). The landlord's representative confirmed receipt of the document on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There is a fixed term rental agreement that commenced on 10-January-2025. Rent is \$3545.00 per month, due on the first day of each month. A security deposit of \$2542.00 was paid on 9-January-2025 and is in the landlord's possession.

### Issues before the Tribunal

6. The tenant is seeking:
  - Validity of termination notice determined
  - Compensation paid for inconvenience \$1,899.33
  - Other \$30,360.00
  - Hearing expenses \$20.00

### Legislation and Policy

7. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.

8. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 2: Definitions and Section 19: Notice where failure to pay rent. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Policy Manual*; Section 12-1: Recovery of costs.

### **Issue # 1: Validity of Termination Notice**

#### Relevant Submission

9. The tenant submitted a copy of a termination notice with cause given to him by the landlord under Section 19: Notice where failure to pay rent. The notice was signed and dated for 22-May-2025, with a termination date of 1-June-2025 (TT#2). The landlord also submitted a copy of a second termination notice given to the tenant under Section 19: Notice where failure to pay rent. The second notice was signed and dated for 10-June-2025, with a termination date of 22-June-2025 (LL#1).

#### Tenant's and Landlord's Positions

10. The tenant testified that he received the first termination notice on 22-May-2025 and he is questioning the validity of that notice as he feels that it was given with a motivated bias. The landlord's representative disputed that the notice given under Section 19 of the Act was given for any reason other than nonpayment of rent and she stated that they were aware that it was an invalid termination notice as it was short by 1 day. The landlord's representative testified that a second notice was subsequently given to the tenant on 10-June which she stated is a valid notice for nonpayment of rent.

#### **Analysis**

11. Section 19 of the *Residential Tenancies Act, 2018* states:

##### ***Notice where failure to pay rent***

19. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b),

- (b) where the residential premises is
      - i. rented from **month to month**,
      - ii. rented for a fixed term, or
      - iii. a site for a mobile home, and

*the amount of rent payable by a tenant is **overdue for 5 days or more**, the landlord may give the tenant notice that the rental agreement is terminated and that the tenant is required to vacate the residential premises on a specified date not less than 10 days after the notice is served on the tenant.*

- (4) 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.

12. I accept that the initial termination notice dated 22-May was not a valid notice as it was short by 1 day and I advised the tenant that the only issue on the table when dealing with Section 19 of the *Act* is whether or not rent was in arrears when the notice was given and if it was still in arrears on the termination date. I asked the landlord if she could show that the second termination notice dated 10-June was given to the tenant on that date as the tenant stated that he could not remember receiving that notice, and she responded that she could. The witness for the landlord testified that he personally delivered the notice to the tenant's unit, posted it on the door at 6:42am and took a photograph of the notice on the door. I asked the tenant if rent was in arrears on 10-June when the notice was given and he responded that it was and I also asked the tenant if rent was still in arrears on the termination date of 22-June, and he responded that it was.
13. As the tenant was in rent arrears in excess of the 5 days when the termination notice was served and as the tenant was still in arrears on the termination date, in accordance with Section 19 of the *Residential Tenancies Act, 2018* as stated above, I find that the second termination notice dated 10-June-2025 meets the requirements of the *Act* and is a valid notice.

## **Decision**

14. The termination notice given to the tenant on 22-May-2025 was not a valid notice.
15. The termination notice given to the tenant on 10-June-2025 is a valid notice.

## **Issue # 2: Compensation paid for Inconvenience \$1899.33**

### Tenant's & Landlord's Positions

16. The tenant stated that he did not receive the key to the rental unit until 10-January-2025 due to a lack of communication and overall delay on the part of the landlord and he stated that he was inconvenienced and had to book a hotel for 9 nights from January 1-10 and he is seeking to be reimbursed for the cost of the hotel in the amount of \$1787.23. The tenant stated that he is not concerned about seeking the cost of storage as sought on the application in the amount of \$111.12.
17. The landlord's representative disputed the tenant's claim for the cost of his hotel bills prior to the commencement of the tenancy and she stated that the delay in getting the key to the tenant was due to the tenant's failure to provide the necessary information such as banking and proof of insurance and as a result the tenancy did not commence until the 10-January-2025 when rent was paid.

## **Analysis**

18. Section 2 of the *Residential Tenancies Act, 2018* states:

### **Definitions**

#### *2. In this Act*

*(h) "rental agreement" means a written, oral or implied agreement between a landlord and a tenant in which the tenant is granted the right to use or occupy a residential premises on the condition rent is paid.*

19. I accept the tenant's testimony that he had initially planned to take possession of the unit on 1-January and if not, he would prefer to move in on 1-February. I also accept his testimony that the landlord refused to hold the unit until 1-February; however, that doesn't change the fact that he entered into a rental agreement to take possession of the unit on 10-January, and it has no bearing on his claim for the cost of hotel rooms prior to signing the rental agreement. I also accept that there was a delay in communication between both parties for varies reasons; however, the fact remains that the residential tenancy relationship did not commence until the date rent was paid to the landlord.

20. I accept the landlord's testimony that the tenant did not provide his banking information and proof of insurance until the evening of 9-January and his inability to take possession of the unit on 1-January was of his own making. In accordance with Section 2 of the Act as stated above, I find that the tenant did not have a signed rental agreement with the landlord until 10-January and as such, he did not have the right to use or occupy the residential premises until that date. The tenant was granted access to the unit once he fulfilled his obligations to provide his banking information and proof of insurance. For those reasons, I find that the landlord is not responsible for any living expenses incurred by the tenant prior to the commencement of the tenancy and as such, the landlord is not responsible to compensate the tenant for his inconveniences.

## Decision

21. The tenant's claim for *compensation paid for inconvenience* does not succeed.

**Issue # 3: "Other" \$30,600.00**

### Relevant Submission

22. The tenant stated that he has incurred expenses due to services rendered to the landlord dating back to the commencement of the tenancy and he stated that he is seeking payment in full. The tenant submitted a copy of his expenses to support the file (TT#3).

## Application For Dispute Resolution- OTHER EXPENSES

c/o [REDACTED]

Privacy Breach-#606	AMOUNT
April 15th-Couch	\$ 5,000
Breach Airbnb@345/	\$ 20,700

<b>Property Maintenance Services</b>		
PLUMBING/Appliance Install@450	\$	3,600
SNOW CLEARING@75	\$	300
SALT BIN	\$	250
APPLIANCE DELIVERY@85	\$	510

#### PUNITIVE DAMAGES, PRIVACY/Harassment/Intimidation?

**TOTAL (\$)** \$ 30,360

## Tenant's & Landlord's Positions

23. The testimony of both the tenant and the landlord's representative on each item is as follows:

**Item # 1: Couch (\$5000)** – The tenant testified that he was granted permission by the previous resident manager to have a couch outside his unit in the hallway for the purpose of removing his outside footwear and occasionally conducting business. The tenant testified that the landlord contacted him on 15-April-2025 prohibiting him from having the couch in the hallway and as a result he had no choice but to sell the couch at a loss. The tenant testified that he paid over \$6000 for the couch 1 year ago, sold it for approximately \$1000 and incurred a financial loss of \$5000 and he is seeking to be reimbursed \$5000 to cover his financial loss.

The landlord submitted a copy of the rental agreement (LL#2) and testified that the tenant had contravened paragraph 25 of *Schedule “A”* of the agreement which states:

*“No sidewalk, hallway, entry, passage, or stairwell of the building shall be obstructed, or used for any purpose other than for ingress and egress to and from the rented premises. No articles shall be left in the corridor outside the rented premises or in any of the common areas including the building exterior. Personal property left in public areas may be removed and disposed of by the landlord.”*

The landlord’s representative also testified that they had no knowledge of the previous resident manager ever granting permission to have the couch in the hallway and she stated that even if he did, the rental agreement would supersede any verbal agreement.

**Item # 2: Loss of Airbnb income (\$20,700)** – The tenant testified that he as well as other residents in the unit were granted permission by the previous resident manager to list the unit on *Airbnb* for potential rental income during nights he was working away. The tenant testified that the landlord contacted him on 15-April-2025 prohibiting him from continuing to rent out his unit on *Airbnb*, and as a result he has a potential calculated loss in rental income in the amount of \$20,700. The tenant is seeking to be paid for loss income in the amount of \$20,700.

The landlord submitted a copy of the rental agreement (LL#3) and testified that the tenant had contravened paragraph 15 of *Schedule “A”* of the agreement which states:

*“The rented premises are to be used as the tenant’s personal residential dwelling only. The operation of any business or commercial venture of any description, including that of an Air B&B or similar, is strictly prohibited.”*

The landlord’s representative also testified that they had no knowledge of the previous resident manager ever granting permission to rent the unit as an *Airbnb* and she stated that even if he did, the rental agreement would supersede any verbal agreement.

**Item # 3: Plumbing / appliance installations (\$3,600.00)** – The tenant testified that he assisted the previous resident manager of the unit with the installation of some appliances and performed the necessary plumbing work to complete the installations. The tenant stated that he did this work for not only his unit but for 7 other units as well and he stated that he was under the impression that he would be compensated for the work as discussed verbally with the previous resident manager. The tenant is seeking \$450.00 per installation job completed for a total of \$3600.00.

The landlord’s representative disputed that the tenant was ever contracted out to perform any such work in their building and she called the current resident manager into the hearing as a witness to collaborate her testimony. The witness testified that the tenant had never been hired by the company nor was he ever made aware of any agreements put in place between the company and the tenant whereby the tenant would perform plumbing duties and be reimbursed for same. The witness did not dispute that the tenant helped out around the building as did other residents and he stated that there

was a sense of community within the building where everyone helped each other but monies were never exchanged between the landlord and any tenants, nor were any written contracts ever drawn up.

**Item # 4: Snow clearing (\$300.00)** – The tenant testified that he owns a snow clearing company and he provided snow clearing services for the landlord at the residential premises on 4 different occasions this past winter and he is seeking \$75.00 for each time for a total of \$300.00. The tenant once again stated that he was under the impression that he would be compensated for the work as discussed verbally with the previous resident manager. The tenant is seeking \$300.00 for his snow clearing services.

The landlord's representative disputed that the tenant was ever contracted out to perform any such work around their premises and stated that such a worker would have to provide liability insurance and proof of Worker's Compensation Insurance before they would ever be allowed to perform such duties for the company.

**Item # 5: Salt bin (\$250.00)** – The tenant testified that he put a salt bin at the entrance of the premises and occasionally spread salt on the sidewalks surrounding the building as to prevent the residents from slipping and falling during the winter months. The tenant is seeking \$250.00 for the cost of his services. The tenant once again stated that he was under the impression that he would be compensated for his services as discussed verbally with the previous resident manager. The tenant is seeking \$250.00 for the cost of the salt bin.

The landlord's representative disputed that the tenant was ever contracted out to supply the company with a salt bin and perform any such duties around their premises and she stated that it was her understanding that the bin which contained the tenant's company name and logo was placed outside the building (empty) for the purpose of free advertising.

**Item # 6: Appliance delivery (\$510.00)** - The tenant testified that he assisted the previous resident manager of the unit with the delivery of the appliances as stated in item # 3 above. The tenant once again stated that he was under the impression that he would be compensated for his services as discussed verbally with the previous resident manager and he is seeking \$510.00 for the cost to deliver the appliances.

The landlord's representative disputed that the tenant was ever contracted out to deliver any appliances to the residential premises. The witness's testimony as stated in item #3 above remains the same that the tenant had never been hired by the company nor was he ever made aware of any agreements put in place between the company and the tenant whereby the tenant would perform delivery services and be reimbursed for same. The witness did not dispute that the tenant delivered appliances and helped out around the building, however he testified that monies were never exchanged between the landlord and any tenants, nor were any written contracts ever drawn up.

## Analysis

24. The items are analyzed as follows: Note, some items are grouped together for simplicity.

**Item # 1: Couch (\$5000)** – Based on *paragraph 25 of Schedule A* of the rental agreement as entered into evidence, I find that the tenant did not have the right to place his furniture outside his unit in the common hallway of the building and I find that the landlord acted within their right to provide the tenant with a written notice to remove the couch. For those reasons, I find that the landlord is not responsible for any financial loss that the tenant may have incurred as a result of moving the couch from the hallway.

**Item # 2: Loss of Airbnb income (\$20,700)** – Based on *paragraph 15 of Schedule A* of the rental agreement as entered into evidence, I find that the tenant did not have the right to use the residential premises as a business and earn nightly rental income and I find that the landlord acted within their right to provide the tenant with a written notice to cancel any and all future bookings immediately. For those reasons, I find that the landlord is not responsible for any current or potential financial loss that the tenant may have incurred or will incur as a result of not renting out the residential premises as an Airbnb.

**Items 3-6 – Property Maintenance (\$4660.00)** – I accept the tenant's testimony that he performed property maintenance work at the residential premises such as plumbing, appliance installations, snow clearing and delivery services, and I accept that the former resident manager was aware of the work that the tenant had done. I asked the tenant if he had ever received anything in writing from the landlord stating that he would be reimbursed for his time and service and he responded that he did not. I accept the testimony of the witness who is the current resident manager that the tenant and other tenants within the building acted like a community and helped each other often with no expectation to be paid for their kindness. As the tenant failed to show that he was ever contracted out or hired to perform work for the landlord, I find that the landlord is not responsible to pay the tenant any monies for property maintenance work that he completed during the tenancy.

### **Decision**

25. The tenant's claim for "Other" does not succeed.

### **Issue # 4: Hearing expenses \$20.00**

### **Analysis**

26. The tenant paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (TT#4). In accordance with Section 12-1 of the *Residential Tenancies Policy Manual*, claimable costs may include the filing fee. As the tenant's claims have not been successful, the landlord is not responsible for the hearing expenses.

### **Decision**

27. The tenant's claim for *hearing expenses* does not succeed.

### **Summary of Decision**

28. The termination notice dated 22-May-2025 to vacate on 1-June-2025 was not a valid notice.

29. The termination notice dated 10-June-2025 to vacate on 22-June-2025 is a valid notice.

30. The tenants claim for compensation for inconvenience does not succeed.

31. The tenants claim for "Other" does not succeed.

32. The tenants claim for hearing expenses does not succeed.

July 17, 2025

Date

  
Pamela Pennell, Adjudicator  
Residential Tenancies Office