

Residential Tenancies Tribunal

Application 2025-0507-NL & 2025-0583-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 5-September-2025 at 11:03 am.
2. The applicant of the initial claim, [REDACTED], hereinafter referred to as the tenant, attended via teleconference. His partner, [REDACTED], also attended via teleconference.
3. The respondents and counter-applicants, [REDACTED] and [REDACTED], hereinafter referred to as the landlords, also attended via teleconference.

Preliminary Matters

4. While the issue of service was subject to some discussion, both parties confirmed that they were prepared and wished to proceed with the hearing.

Issues before the Tribunal

5. Does this tribunal have jurisdiction?
6. Should the tenant's claim for a refund of rent succeed?
7. Should the tenant's claim for compensation for inconvenience succeed?
8. Should the tenant's claim for other compensation succeed?
9. Should the landlord's claim for an order of vacant possession succeed?

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 sections 19(1), 19(4), and 34 of the *Act*, as follows:

Notice where failure to pay rent

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

(a) where the residential premises is rented from week to week and the amount of rent payable by a tenant is overdue for 3 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 3 days after the notice is served on the tenant; and

(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.

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: Jurisdiction

12. The tenant suggested he has an ownership interest in the premises. If so, this matter is outside the jurisdiction of this tribunal under s. 3 of the *Act*. If there is a realistic dispute as to the owner of the property, that matter is also outside the jurisdiction of this tribunal. Ownership of real property is the exclusive jurisdiction of the Supreme Court.

13. The tenant's claim to ownership was based on a document (T#1, page 12) that participants referred to as 'the gift letter.' This letter, signed by the landlords and the tenant, states that the landlords "will / Gift [the rental premises] prior to any division of any assets in [their] will." This document is not a transfer of ownership. It is not a contract, as there is no consideration. It is simply a statement of intent and therefore has no legally binding effect.
14. There is no realistic suggestion that the tenant has an ownership interest in the property. The tenant admits he has paid rent and has used or occupied the premises. The relationship of landlord and tenant exists regarding residential premises, so the *Act* applies and this tribunal has jurisdiction.

Issue 2: Refund of Rent

15. The tenant seeks a refund of \$7500 in rent, representing the monthly rent of \$2500/month for the months of September, October, and November 2023. He testified that this was all the rent he paid, as after this he began doing repair work and improvements in lieu of rent. He seeks the return of this rent on the basis that the premises were uninhabitable during this time.
16. No documentary evidence was provided showing the premises in an uninhabitable state, though a number of pictures were provided showing various states of repair. The tenant provided an affidavit from the tenant's partner's mother stating, among other things, that the basement of the unit was uninhabitable. He also relies on an email (T#1 page 148) from the landlord stating that "during renovation, it recently became evident that water was entering the downstairs basement... The house is not habitable, in its present condition." This email was sent September 13, 2024, a year after the tenant moved in.
17. The tenant has not provided enough evidence to establish on a balance of probabilities that the house was uninhabitable during the months September-November 2023. His claim for a refund of rent fails.

Issue 3: Compensation for Inconvenience

18. The tenant seeks compensation for inconvenience in the amount of \$26000, divided amongst three items.
19. First, the tenant claims \$15000 for watches he claims he sold to a pawnbroker due to unpaid repair bills the landlords were responsible for. The only evidence provided was pictures of these watches (T#1 pages 179 and 180) and text messages the tenant wrote, which have no probative value.
20. Second, the tenant claims \$1000.00 for damage to his credit score caused by these alleged unpaid bills. A shot was provided of his credit report. However, the tenant has not established that this was caused by the landlord's alleged failure to repay bills, nor why the compensation should be \$1000.00.
21. Third, the tenant claims \$10000 for financial and emotional stress. This tribunal only awards compensation for demonstrable financial losses and does not have jurisdiction to award compensation for pain and suffering.

22. The tenant's claim for compensation for inconvenience fails.

Issue 4: Other Compensation

23. The tenant seeks other compensation in the amount of \$283344.16. He says this is the total cost of improvements and repairs he put into the property.
24. The tenant has submitted that he owns the property, that he should be reimbursed for the cost of repairs, that he rents the property, and that he has performed repairs in lieu of rent. These are incompatible positions. There was no acknowledgement in his submissions of the cost of repairs, as to which repairs if any had been paid, and which if any were done in lieu of rent.
25. The landlords deny the claim and suggest that any unpaid contractor work ought to be dealt with in a more appropriate venue.
26. I accept that the tenant has done repair and improvement work on the premises. This is clear by the evidence provided. However, the tenant's submissions have not provided me enough evidence to assess what, if anything, he is owed. The tenant has not established on a balance of probabilities that he is owed moneys, and his claim therefore fails.

Issue 5: Vacant Possession

27. In order to receive an order for vacant possession, a landlord must have issued a valid termination notice. To be valid, a termination notice must comply with all relevant sections of the *Act*.
28. The landlord submitted a copy of a termination notice (LL#1). LL#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 it regards. It identifies itself as being issued under s. 19 of the *Act*. It therefore complies with s. 34.
29. The notice was dated 12-June-2025. At this point, the landlords say the rent was overdue for more than 5 days. It gives a move out date of 22-June-2025. S. 19(1)(b) states that the landlord may give the tenant notice of termination "on a specified date not less than 10 days after the notice is served on the tenants." In this context, is 12-June-2025 less than 10 days before 22-June-2024?
30. S. 22(k) of the *Interpretation Act*, RSNL Chapter I-19 reads as follows:
- "where a number of days not expressed to be "clear days" is prescribed the days shall be counted exclusively of the 1st day and inclusively of the last and where the days are expressed to be "clear days" or where the term "at least" is used both the 1st day and the last shall be excluded;"
31. The phrases "not less than" has the same meaning as "at least." They indicate a bare minimum which may be exceeded. Mathematically, both refer to a number equal to or

greater than a given value, with the notation $A \geq B$ conveying that A is equal to or greater than B, i.e., A is not less than B or A is at least B.

32. Therefore, when calculating dates in terms of the *Act*, where it states that a date must be “not less than” a certain number of days, the first day and the last must be excluded. In other words, there must be ten days between the two dates. There are 9 days between 12-June-2025 and 22-June-2025, counted exclusively.
33. LL#1 does not comply with the timeline required by s. 19(1) of the *Act* and is therefore invalid.
34. Counsel for the landlords asked this tribunal to accept that the notice complied with the intent of the *Act* and to therefore overlook this small error. While I appreciate her position, the *Act* gives me no discretion to waive any of its requirements regarding termination notices.

Decision

35. The tenant’s claim for a refund of rent fails.
36. The tenant’s claim for compensation for inconvenience fails.
37. The tenant’s claim for other compensation fails.
38. LL#1 is invalid. The landlord’s claim for an order of vacant possession fails.

11-September-2025
Date


Seren Cahill
Residential Tenancies Office