

Residential Tenancies Tribunal

Application 2025-0528-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 25-July-2025 at 9:02 am.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as the tenants, attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the landlord, was represented at the hearing by [REDACTED], who also attended via teleconference.

Preliminary Matters

4. The landlord acknowledged that they were served notice of the tenant's claim.

Issues before the Tribunal

5. Is the termination notice (T#1) dated 11-July-2025 valid?

Legislation and Policy

6. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act*, 2018 (the *Act*).
7. Also considered and referred to in this decision are sections 22 and 34 of the *Act*, as follows:

Notice where tenant contravenes peaceful enjoyment and reasonable privacy

22. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b), where a tenant contravenes statutory condition 2 set out in subsection 10(1), the landlord may give the tenant notice requiring the tenant to comply with the condition.

(2) Where a tenant contravenes statutory condition 2 set out in subsection 10(1) within 3 days after the notice under subsection (1) has been served or within a reasonable time, the landlord may give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential premises on a specified date not less than 5 days after the notice has been served.

(3) 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: Validity

8. The tenants challenge the validity of a termination notice (T#1) dated 11-July-2025.
9. T#1 is in writing in the form prescribed by the minister. It contains the name and address of the recipients. It identifies the residential premises for which it is given. It identifies itself as being issued under s. 22 of the *Act*. It therefore complies with s. 34.
10. T#1 was signed by a representative of the landlord. It states the date on which the rental agreement was to terminate. It was served on the tenants electronically in accordance with s. 35(2)(f) of the *Act*. It therefore complies with s. 22(3).
11. T#1 was issued on 11-June-2025 and gives a move out date of 14-June-2025, 11:59 pm. S. 22(2) requires not less than five days' notice, typically interpreted as five clear days (i.e., five days not including the date issued and the termination date). Even interpreting the move out date as 15-June-2025, this is still insufficient notice. T#1 is not in compliance with s. 22(2) and is therefore invalid. This could conclude the analysis. However, parties have asked me to address the substance of the notice to clarify the issue.
12. S. 22(1) states that where a tenant contravenes statutory condition 2 from s. 10(1) of the *Act*, a landlord may give a tenant notice to comply with the condition. Section 10(1) of the *Act* imposes 8 conditions which apply to every residential lease agreement in the province to which the *Act* applies. Condition 2 reads as follows:

2. *Obligation of the Tenant* - The tenant shall keep the residential premises clean and shall repair damage caused by a wilful or negligent act of the tenant or of a person whom the tenant permits on the residential premises.
13. In the present case, the landlord alleges that the tenants negligently allowed mold to develop by failing to keep the unit's HRV system active. The tenants acknowledge that,

being new to the local climate, they had no experience with mold and did not understand the conditions that cause it to grow. The landlord became aware of this when tenants sent a photo of a window they requested help with. This led to the landlord's property manager sending an email (LL#1 page 5) on 10-June-2025 stating "Our technician is scheduled to visit your premises on Tuesday morning to inspect the windows. We would greatly appreciate it if the mold could be cleaned prior to their arrival." The landlord submitted this email as their notice to repair under s. 22(1).

14. A notice under s.22(1) is a notice issued under the *Act* and is subject to s. 34. It must be in writing, it must contain the name and address of the recipient, it must identify the premises, and it must state the section of the *Act* it is issued under. Use of the prescribed form is recommended. The email the landlord submits does not comply with these requirements. It also does not indicate that the landlord is requiring the tenant to comply as a legal obligation, instead phrasing it as seemingly optional.
15. In the absence of a proper notice of repair under s. 22(1), there cannot be a valid termination notice under s. 22(2).
16. Parties raised one other issue I will address. The tenants were concerned by the landlord's use of photographs of the interior of the premises in their evidence (LL#1). They suggest that in doing so the landlord violated their right to reasonable privacy.
17. As long as a landlord is in the premises legally with proper notice, they may observe or take photographs of items in plain view. The fact that the landlord had attended for the purpose of seeing to the operation of the window does not prevent them from taking note of the mold beneath that window or taking a picture of it. Photographic evidence is often valuable for its use in proceedings such as these, and prudent landlords may use photos to document any issues which they believe to be threats to the property. Mold is indeed such a problem, as untreated mold growth can spread and cause a great deal of damage.
18. The tenants object to the fact that the landlord's agent took pictures of the bathroom as well. They note that the window is not in the bathroom. The landlord noted that bathrooms are typically a major concern for mold growth due to the heavy amount of moisture from showers, baths, sinks, and toilets. The landlord has a duty to maintain the property. I find it reasonable that the landlord checked the bathroom for mold after finding mold elsewhere.
19. Of course, limits may apply to how a landlord uses photos taken in the rental premises. Using them in hearings like these, however, is a common and wise practice and is not a violation of a tenant's right to reasonable privacy.

Decision

20. The termination notice (T#1) dated 11-July-2025 is invalid.
21. The tenants' claim was successful, and they may therefore seek to be reimbursed for their reasonable hearing expenses. They seek the \$20.00 application fee, which is granted. They also seek to be reimbursed for time taken from their work as a teaching

assistant. Time taken from work is not typically compensable and I see no reason to deviate from that standard in this case.

Summary of Decision

22. The termination notice (T#1) dated 11-July-2025 is invalid.

23. The landlord shall pay to the tenants \$20.00 in hearing expenses.

29-July-2025

Date


Seren Cahill
Residential Tenancies Office