

Residential Tenancies Tribunal

Application 2025-0597-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 2:23 p.m. on 25-September-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, and [REDACTED] as a supportive person, attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” did not attend.
4. [REDACTED] attended via teleconference as an entrepreneur.

Preliminary Matters

5. The tenant was not present or represented at the hearing and I was unable to reach them by telephone at the start of the hearing. This Tribunal’s policies concerning notice requirements and hearing attendance have been adopted from the Rules of the Supreme Court, 1986. According to Rule 29.05(2)(a) respondents to an application must be served with claim and notice of the hearing 10 clear days prior to the hearing date and, where the respondent fails to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondent’s absence so long as they have been properly served.
6. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing electronically via e-mail to [REDACTED] on 20-August-2025 (LL#1). The landlord submitted proof of service (LL#2) and testified that they have been using this address for communication with the tenant since the beginning of the tenancy. In accordance with the Residential Tenancies Act, 2018 this is good service. As the tenant was properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in their absence.
7. There was a fixed-term rental agreement which commenced on 1-September-2024 for one year, however the tenant resided in the unit since 5-September-2023. The tenant vacated in December-2024. Rent was \$650.00 per month due on 1st of each month. A security deposit of \$480.00 was collected in the beginning of the tenancy and is still in the landlord’s possession.

8. The landlord amended their application to include hearing expenses of \$20.00. The disposition of the Security Deposit will be dealt in this decision.

Issues before the Tribunal

9. The landlord is seeking:
- Rent paid \$5200.00;
 - Utilities to be paid \$138.10;
 - Hearing expenses \$20.00.

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*.
11. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 14: Security Deposit, and following sections of the *Residential Tenancies Policy*, Section 6-3: Mitigation on Abandonment of Residential Premises and Section 12-1: Costs.

Issue # 1: Rent paid \$5200.00

Relevant submission:

12. The landlord submitted the rental ledger to support their claim, see copy below:

1-Dec-2024	January R	Dec rent	\$650.00	-\$0.00	650	
1-Jan-25	February	Jan rent	\$650.00	0.00	1300	
1-Feb-2025	Late Fee C	Feb rent	650.00	0.00	1950	
1-Mar-2025	Payment	March rent	650.00	-0.00	2600	
1-Apr-2025		Apr rent	650	0	3250	
1-May-2025		May rent	650	0	3900	
1-June-2025		June rent	650	0	4550	
1-July-2025		July rent	650	0	5200	total

Landlord's Position:

13. The landlord is seeking \$5200.00 in unpaid rent for the months of December-2024 through July-2025. The landlord stated that the tenant never informed them about vacating the unit. According to the landlord, on 1-December, when rent was due, the landlord requested payment but received no response, a few days later, after following up again, the tenant informed the landlord that they had already moved out and never paid rent for the month of December.
14. The landlord explained that the rental agreement was a fixed-term lease, and for this reason, they believe the tenant is responsible for paying rent in full until the end of the term. The landlord further stated that they had left Newfoundland and returned to China, therefore it was important to sign the fixed-term agreement with the tenant.
15. The landlord is seeking rent to be paid in full.

Analysis

16. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid under a rental agreement by a tenant during the use or occupancy of a residential premises.
17. I accept the landlord's testimony, as the tenant was not present or represented during the hearing to dispute the claim. I asked the landlord about their efforts to mitigate losses, including advertising the unit and re-renting. According to the landlord, once they became aware that the tenant had vacated, they began advertising the unit. However, they explained that December and January are difficult months to re-rent due to the winter season. They also noted that changes in the immigration system reduced the number of international students that year, making it more difficult to find a new tenant. The landlord testified that the unit is still not re-rented.
18. Section 6-3 of the *Policy* states, *where a party seeks compensation for losses that result from a breach of contract, that party must take all reasonable steps to minimize, or "mitigate", those losses as soon they become aware of the breach. A party cannot be compensated for any losses that result from that party's failure to take steps to minimize the unreasonable accumulation of those losses.*
19. According to the Section 6-3 of the *Policy* as stated above, landlords have an obligation to mitigate their losses when a tenant vacates early. In this case, I accept the landlord's testimony that re-renting in December and January is difficult due to seasonal factors. I also accept the landlord's testimony that they began advertising the unit in December, however I find that they did not provide documentary evidence, such as advertisements, to demonstrate active efforts to re-rent the unit during months of December-2024 till July-2025. For this reason, as the parties were in a fixed-term rental agreement and the tenant failed to provide a valid termination notice, I find it reasonable that the tenant responsible for rent for two months.
20. Therefore, the landlord's claim succeeds in the amount of \$1300.00 for rent owing for December-2024 and January-2025.

Decision

21. The landlord's claim for rent succeeds in the amount of \$1300.00.

Issue # 2: Utilities Paid \$138.10

Relevant submission:

22. The landlord submitted the utilities ledger to support their claim, see copy below:

1	Nov 1-30, 2024, Newfoundland power Bill	88.20
2	Nov 22- Dec 19, 2024, Newfoundland power Bill	49.90

Landlord's Position

23. The landlord is seeking payment of utilities owed by the tenant. According to the rental agreement, tenants were responsible for paying a proportionate share of the utility bills, based on the number of tenants residing in the unit. At the beginning of the tenancy, there were four tenants in the unit, and the tenant's responsibility was 25% of the utility bills.

However, during October-2024 and November-2024, only two tenants remained in the unit, which increased the tenant's responsibility to 50% of the utilities.

24. The landlord submitted copies of the utility bills for months of October and November and is seeking 50% of the total charges to be paid by the tenant (LL#3). The landlord is seeking \$138.10 for outstanding power charges.

Analysis

25. As the tenant was not present to dispute the landlord's claim, I accept the landlord's testimony and evidence. I accept that the rental agreement required tenants to pay utilities in proportion to the number of tenants living in the unit. I find it reasonable that, with only two tenants in residence during October and November-2024, the tenant was responsible for 50% of the utility bills.
26. The landlord has provided the utility bills for those months, and I accept their testimony that the tenant did not pay their portion. Therefore, I find that the tenant is responsible for 50% of the utility costs for October-2024 and November-2024. Accordingly, the landlord's claim for utilities succeeds in full.

Decision

27. The landlord's claim for utilities paid succeeds in the amount of \$138.10.

Issue # 3: Hearing expenses \$20.00.

Relevant Submission

28. The landlord paid \$20.00 for the application fee is seeking reimbursement. The landlord submitted a copy of the receipts to support the claim (LL#4).

Analysis

29. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual: Costs*, as the landlord's claim was successful as per paragraphs 21 and 27, the landlord will be awarded with \$20.00.

Decision

30. The landlord's claim for hearing expenses succeeds in the amount of \$20.00.

Issue # 5: Security deposit to be applied against any monies owed \$480.00

Analysis

31. 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).

32. The landlord's claim for losses has been successful as per paragraphs 21, 27 and 30 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 interest in 2023 was 0%, the annual interest in 2024-2025 is 1%.

Decision

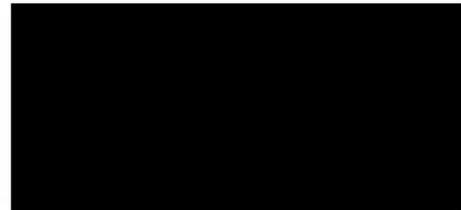
33. Security deposit plus interest of \$488.34 to be applied against monies owed.

Summary of Decision

34. The tenant shall pay the landlord \$969.76 as follows:

Rent.....	\$1300.00
Utilities.....	\$138.10
Hearing expenses	\$20.00
Less than Security Deposit	\$488.34
Total	\$969.76

September 26, 2025
Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office