

Residential Tenancies Tribunal

Application 2025-0612-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 22-September-2025 at 2:00 pm.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, was represented at the hearing by his attorney [REDACTED], who attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, did not attend.

Preliminary Matters

4. 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. The landlords submitted an affidavit (LL#1) with their application stating that they had served the tenant with notice of the hearing electronically on 22-September-2025 at 9:45 am. Proof of service was also provided (LL#2). 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.

Issues before the Tribunal

5. Should the landlord's claim for unpaid rent succeed?

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).

Issue 1: Unpaid Rent

7. The landlord's representative testified that the tenant signed a rental agreement (LL#3) on 8-October-2024 which was set to take effect on 1-November-2024, informed him on 12-October-2025 that they would not be residing at the premises after all, did not provide a termination notice, and thereafter stopped responding to all contact.
8. A landlord has a duty to mitigate losses. They must take all reasonable steps to place a new tenant in the unit and may not claim for any days in which the new tenants are occupying the premises. In this case, the landlord testified that he immediately began looking for a new tenant using all the advertising methods he had previously used and was able to place new tenants in the unit as of 10-January-2025. He therefore seeks unpaid rent for the full months of November and December 2024 and for the first nine days of January.
9. I accept the landlord's uncontradicted testimony.
10. The monthly rent was \$2000/month. The correct formula for determining a daily rate is multiplying the monthly rent by the 12 months and dividing by the 365 days of the year. In this case, the daily rate is $\$2000/\text{month} \times (12 \text{ months}/365 \text{ days}) \approx \$65.75/\text{day}$. Multiplying by 9 yields the total rent due for January which is \$591.78. The total rent owing is therefore \$4591.78.

Decision

11. The landlord's claim for unpaid rent succeeds in the amount of \$4591.78.
12. The landlord was successful in their claim and may therefore seek to be reimbursed for their reasonable hearing expenses. In this case they seek only the \$20.00 application fee, which is granted.

Summary of Decision

13. The tenant shall pay to the landlord \$4611.78 as follows:

Unpaid Rent.....	\$4611.78
Hearing Expenses.....	\$20.00
 Total.....	 \$4611.78

6-October-2025
Date

Seren Cahill
Residential Tenancies Office