

Residential Tenancies Tribunal

Application 2025-0823-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 5-November-2025 at 1:49 pm.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, attended via teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as the tenants, also attended via teleconference.

Preliminary Matters

4. The tenants acknowledged that they were properly served.

Issues before the Tribunal

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

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 (the *Act*).

Issue 1: Unpaid Rent

Landlord's Position

8. The landlord seeks \$500 in unpaid rent. She testified that she received no payment from the tenants for the month of July, and the monthly rent was \$1250. She added that the tenants entered into an agreement with her where she would keep the \$750.00 security deposit towards the rent, and she therefore seeks the remaining balance. She says the tenants vacated on 31-July-2025. A rental ledger (LL#1) and rental agreement (LL#2) were provided in support of this.

Tenants' Position

9. The tenants argue that they should not have to pay the rent because they were given an allegedly illegal termination notice (only 2 months' notice rather than 3 months' notice under s. 18(2)(c) of the *Act*).

Analysis

10. The tenants were welcome to contest the termination notice. Had they done so, they may have found that the termination was invalid, and they were entitled to stay in the premises for longer. They did not. They did not contest the landlord's testimony that they resided in the premises for the full month of July. They are therefore liable for the full month's rent for July.
11. The landlord's claim for unpaid rent succeeds in the amount of \$500.00.

Issue 2: Compensation for Inconvenience

Landlord's Position

12. The landlord seeks \$100.00 for the alleged failure of the tenants to remove an unplugged deep freezer from the basement of the unit.

Tenant's Position

13. The tenants questioned what if any cost the landlord actually incurred in disposing of the freezer. They noted she provided no receipt for disposal and that her testimony was that the new tenants removed it for her.

Analysis

14. This tribunal awards only compensation for actual financial loss. As the landlord failed to provide evidence of any loss in regard to this freezer, her claim for compensation for inconvenience fails.

Decision

15. The landlord's claim for unpaid rent succeeds in the amount of \$500.00.
16. The landlord's claim for compensation for inconvenience fails.
17. The landlord was partially successful in their claim and may seek to recover their reasonable hearing expenses. In this case they seek only the \$20.00 application fee, which is granted.

Summary of Decision

18. The tenants shall pay to the landlord \$520.00 as follows:

Unpaid Rent.....\$500.00
Hearing Expenses.....\$20.00

Total.....\$520.00

18-November-2025
Date


Seren Cahill
Residential Tenancies Office