

## Residential Tenancies Tribunal

Application 2025-0846-NL

Oksana Tkachuk  
Adjudicator

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### Introduction

1. Hearing was called at 2:00 p.m. on 3-November-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, attended by 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.
5. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing personally on 23-October-2025 (LL#1). 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.
6. There was a fixed-term rental agreement which commenced on 1-March-2024 for one year, however the tenant resided in the unit prior to the landlord taking possession of the residential premises. The tenant vacated by the end of July-2025. Rent was \$900.00 per month due on 1<sup>st</sup> of each month. A security deposit of \$425.00 was collected during the tenancy as per rental ledger (LL#2) and is still in the landlord’s possession.
7. The disposition of the Security Deposit will be dealt in this decision.

### Issues before the Tribunal

8. The landlord is seeking:

- Rent paid \$900.00;
- Other expenses \$20.00.

## Legislation and Policy

9. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
10. 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 \$900.00

### Landlord's Position:

11. The landlord stated that the tenant is responsible for rent for the month of August. The landlord explained that they issued a termination notice under the Section 22 and 24 of the *Act* due to excessive noise complaints on 16-June-2025, with a requested move-out date of 31-August. The copy of a termination notice was provided to support the landlord's claim (LL#3). According to the landlord, the tenant did not indicate any intention to appeal or vacate earlier. However, the landlord stated that on August 2nd or 3rd, the tenant informed them she had already moved out, which was the first notice of early departure. The landlord submitted a screenshot of text from the tenant to support their claim (LL#4). The landlord stated they incurred a loss of one month's rent and believe the tenant is responsible for August rent.

## Analysis

12. I accept the landlord's testimony, as the tenant was not present or represented during the hearing to dispute the claim.
13. 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.
14. 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.*
15. 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. I asked the landlord about their efforts to mitigate losses and re-renting the unit. The landlord stated they did not attempt to re-rent in August because they had already scheduled renovations for September and could not secure contractors earlier due to their availability. Additionally, the landlord stated that a short notice made it impractical to properly screen a new tenant for just one month.
16. I accept that the termination notice issued by the landlord indicated a move-out date of 31-August. I accept the landlord's statement that the tenant did not provide the landlord with advance notice of their early departure prior to beginning of August and that August rent has not been paid. I also accept that the landlord had secured contractors to begin

renovations in September and did not attempt to re-rent the unit for August. I accept that, due to the short notice and planned renovations, the landlord was not in a position to reasonably secure a new tenant for a partial month.

17. I find that the landlord incurred a loss of one month's rent as a result of the tenant's failure to provide timely notice of their early departure. Therefore, I find that the tenant is responsible for rent for the month of August in the amount of \$900.00.

### **Decision**

18. The landlord's claim for rent succeeds in the amount of \$900.00.

### **Issue # 2: Other expenses \$20.00.**

#### Relevant Submission

19. 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#5).

### **Analysis**

20. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual: Costs*, as the landlord's claim was successful as per paragraph 18, the landlord will be awarded with \$20.00.

### **Decision**

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

### **Issue # 3: Security deposit to be applied against any monies owed \$425.00**

### **Analysis**

22. 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).

23. The landlord stated that the tenant agreed to apply the full amount of the Security deposit toward damages to the unit and claimed to have proof of this communication. However, as the landlord failed to provide such a proof, and as the landlord's claim for losses has been successful as per paragraphs 18 and 21 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 annual interest in 2024-2025 is 1%.

**Decision**

24. Security deposit plus interest of to be applied against monies owed.

**Summary of Decision**

25. The tenant shall pay the landlord \$490.07 as follows:

Rent .....	\$900.00
Hearing expenses .....	\$20.00
Less than Security Deposit.....	\$425.00
Interest (\$100 12-June-2024 – 3-November-2025).....	\$1.39
Interest (\$100 17-July-2024 – 3-November-2025) .....	\$1.30
Interest (100 13-September-2024 – 3-November-2025)	\$1.14
Interest (\$125 19-December-2024 – 3-November-2025)	\$1.10
Total .....	\$490.07

November 7, 2025  
Date



Oksana Tkachuk, Adjudicator  
Residential Tenancies Office