

Residential Tenancies Tribunal

Application 2025-0909-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:09 a.m. on 4-November-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” attended via teleconference.
4. [REDACTED] attended via teleconference as an entrepreneur.

Preliminary Matters

5. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing electronically via e-mail on 16-October-2025 (LL#1). The tenant confirmed receiving the notice of the hearing on that date. In accordance with the Residential Tenancies Act, 2018 this is good service, I proceeded with the hearing.
6. There was a fixed-term rental agreement which commenced on 1-November-2023 for one year, however upon the expiry of the initial term, the landlord requested that the tenant enter into a new fixed-term agreement for another one-year period. In response, the tenant confirmed their willingness to continue under a fixed-term arrangement through text communication (TT#1). However, the tenant did not sign a new written agreement.
7. Based on the tenant’s expressed intent to remain in the tenancy for another year, I determine that a verbal fixed-term rental agreement was established. The tenant vacated on 1-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.
9. The disposition of the Security Deposit will be dealt in this decision.

Issues before the Tribunal

10. The landlord is seeking:

- Rent paid \$5850.00;
- Late fees \$75.00
- Damages \$150.00
- Utilities to be paid \$138.10;
- Other expenses \$100.00;
- Hearing expenses \$20.00.

Legislation and Policy

11. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.

12. 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, 2-4*: Deposits, Payments and Fees Section 6-3: Mitigation on Abandonment of Residential Premises and Section 12-1: Costs.

Issue # 1: Rent paid \$5850.00 Late fees \$75.00

Relevant submission:

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

1-Dec-2024	January Rent	Dec rent	650.00	-\$100.00	650.00
1-Jan-2025	February Rent	Jan rent	650.00	-\$0.00	1300.00
1-Feb-2025	Site Fee Charge	Feb rent	650.00	0.00	1950.00
1-Mar-2025	Payment	March rent	650.00	-\$685.00	2600.00
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
1-Aug-2025		Aug rent	650	0	5850

Landlord's Position:

14. The landlord is seeking payment of nine months' rent, stating that the tenant did not pay rent from December-2024 to August-2025. The landlord stated that the tenancy was a fixed-term rental agreement and that the tenant vacated the property before the end of the term. The landlord further stated that there was a verbal agreement with the tenant to continue the tenancy, and therefore, they are seeking the full rent owed for the remaining months of the fixed term. The landlord is seeking rent to be paid in full.

Tenant's Position:

15. The tenant disputed the landlord's claim, stating that he moved out of the rental unit on 1-December-2024, and informed the landlord on the same date. The tenant confirmed that

he has not lived there since that date and therefore is not responsible for the rent for the months in question. The tenant explained that he intended to inform the landlord of his move but was afraid to do so due to ongoing issues between them. He further stated that he did not sign a new lease after the initial one-year fixed-term agreement expired. Therefore, the tenant stated that he is not responsible for rent after December 2024, as he did not reside in the unit during that time.

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. *Residential Tenancies Policy 2-4; Deposits, Payments and Fees* states:

Late payment fee:

When rent is not paid on time, a landlord may charge a late fee of \$5.00 for the first day rent is in arrears and \$2.00 for each additional day that the rent remains in arrears in any consecutive number of rental periods up to a maximum of \$75.00.

18. As it was previously determined in paragraph 7 of this decision, there was a verbal fixed-term rental agreement between the parties. I accept the landlord's and the tenant's testimony that rent was not paid for December and that the tenant informed the landlord that they vacated on 1-December-2024. I asked the landlord about their efforts to mitigate losses, including advertising the unit and re-renting. The landlords stated that the unit had a bad smell after the tenant vacated and that this was the reason it remained vacant. They further stated that they arrived in Canada on 6-July-2025, and that no rent payments had been made by the tenant at that time.

19. 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.*

20. According to the *Residential Tenancies Policy*, landlords are required to take reasonable steps to mitigate their losses by attempting to re-rent the unit as soon as possible after a tenant vacates. From the landlord's testimony, I am unable to find any evidence that efforts were made to advertise or secure new tenants during this period. Therefore, I find that the landlord failed to take reasonable steps to mitigate their losses.

21. Therefore, I find the landlord's claim for nine months' rent to be unreasonable. The landlords were aware that the tenant vacated the unit on 1-December-2024. Given current housing market conditions, I find it reasonable to conclude that the unit could likely have been re-rented within approximately one month. Therefore, the landlord's claim succeeds in the amount of \$650.00 for rent owing for December-2024.

22. As the tenant is found responsible for one month's rent, I also find that the landlord is entitled to a late fee in accordance with the terms outlined above. Accordingly, the landlord's claim for late fees succeeds in the amount of \$65.00 for the month of December-2024.

Decision

23. The landlord's claim for rent and late fees succeeds in the amount of \$715.00.

Issue # 2: Utilities Paid \$138.10

Relevant submission:

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

1	Oct 22, 2024 - Nov. 21, 2024 Newfoundland Power Bill	88.20
2	Nov 21, 2024 - Dec 19, 2024 Newfoundland Power Bill	49.90

Landlord's Position

25. The landlord is seeking payment for utility charges for the months of October and November, stating that the tenant did not pay for utilities during those months. The landlord submitted Newfoundland Power bills to support this claim (LL#2).

Tenant's Position:

26. The tenant disputed responsibility for the utility bills for the months of October and November. While he acknowledged that the bills were not paid, he explained that during that time, a new tenant living in the property used significantly more electricity than the others, including doing laundry daily. The tenant stated that he and the other occupants felt it was unfair to pay for the excessive usage caused by the new tenant. He further stated that they raised this concern with the landlord, but no steps were taken to resolve the situation. For these reasons, the tenant disputed being responsible for the full cost of the utilities.

Analysis

27. I accept both the landlord's and tenant's statements that, under their agreement, the tenants of the property were collectively responsible for payment of the utility bills. I accept their statement that during the months in question, there were four tenants residing in the unit, and they shared the electricity bill equally among themselves.

28. Accordingly, I find that the tenant remains responsible for one-fourth ($\frac{1}{4}$) of the total electricity cost for October and November. The landlord submitted electricity bills for November and December, with a total amount of \$276.22. Although the October bill was not provided, I accept this total as a reasonable approximation of the electricity costs for October and November combined. Dividing the total by four, I find that the tenant is responsible for \$69.06, representing one-fourth ($\frac{1}{4}$) of the total cost. Accordingly, the landlord's claim for utilities succeeds in the amount of \$69.06.

Decision

29. The landlord's claim for utilities paid succeeds in the amount of \$69.06.

Issue # 3: Compensation paid for damages \$150.00.

Relevant Submission

30. The landlord submitted the damages ledger to support their claim, see copy below:

E.g.	3cm x 3cm h	Wall damage.	\$	150.75.00
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Landlord's Position

31. The landlord is seeking \$150.00 for repairs to the walls. The landlord also stated that a mattress was damaged, and a blanket was missing. The landlord submitted photographic evidence to support the claim (LL#3).

Tenant's Position:

32. The tenant disputed the landlord's claim. He stated that there was no bed in his room, only an old mattress, which was not damaged by him but simply worn from age. The tenant further stated that there was no blanket in his room, and the blanket alleged to be missing was located in another room to which he had no access. He asserted that the landlord has no proof that he ever used or touched that blanket. The tenant also stated that the landlord's claims appear to be unreasonable and unsupported. He asserted that the landlord is making allegations that do not align with the communications previously shared with him prior to the hearing. He referred to email correspondence and his statement, which he submitted, to support his position and appear to be an attempt to collect monetary compensation without sufficient evidence (TT#2).

33. The tenant disputed the amount claimed by the landlord but acknowledged minor wall damage in his room. He explained that a small area of paint, approximately one inch in size, came off when he removed his whiteboard. The tenant agreed to pay \$20.00 for that damage.

Analysis

34. In accordance with *Residential Tenancies Policy* 9-3, the applicants are required to show:

- *That the damage exists;*
- *That the respondent is responsible for the damage, through a willful or negligent act; and*
- *The value to repair or replace the damaged item(s).*

35. I accept that the landlord provided photographic evidence showing damage to the mattress and walls. However, when asked whether any evidence was submitted to show the condition of the unit prior to the start of the tenancy, the landlord stated that such evidence exists but was not submitted. As this evidence was not served to the tenant and this Tribunal at least three days prior to the hearing, it cannot be accepted. Therefore, I find that the landlord has failed to establish the condition of the walls at the beginning of the tenancy or to prove that the alleged damage occurred during the tenancy due to the tenant's actions. Similarly, the landlord did not provide sufficient evidence to show that the mattress was damaged by the tenant or that the blanket was taken.

36. I accept that the tenant acknowledged a small area of damage to the wall caused by the removal of a whiteboard and agreed to pay \$20.00 for the repair. Based on the tenant's description of approximately a one-inch area of paint damage, I find this amount to be reasonable to cover minor plastering and painting. Accordingly, the landlord's claim for damages succeeds in the amount of \$20.00.

Decision

37. The landlord's claim for compensation paid for damages succeeds in the amount of \$20.00.

Issue # 4: Other expenses \$100.00

Landlord's Position;

38. The landlord is seeking \$100.00 for cleaning costs, stating that the tenant did not clean the unit upon vacating. The landlord stated that garbage was left behind in kitchen, living room, fridge was left dirty and that cleaners were required to clean the property for approximately five to six hours due to unpleasant smells in the unit. The landlord submitted photographic evidence to support their claim (LL#4).

Tenant's Position;

39. The tenant disputed the landlord's claim for cleaning costs, stating that he thoroughly cleaned his room before vacating and had assistance with the cleaning. He explained that his room contained only a shelf and a table, both of which were cleaned prior to his departure. The tenant further stated that the photographs submitted by the landlord, which show a couch likely do not show his room, as he did not have a couch. He also asserted that he is not responsible for cleaning the common areas, as there were four tenants in total and therefore, he cannot be responsible for shared space. Additionally, the tenant claimed that the overall condition of the house, including the presence of mold, was due to the landlord's rule prohibiting tenants from opening windows. He attributed much of the mess and damage to a later tenant who remained in the unit after he vacated and who, according to the tenant, had poor cleaning habits.

Analysis

40. I accept the landlord's photographic evidence showing the kitchen and floors in a dirty and untidy condition. However, the tenant disputed that the photographs showing his room, stating that he did not have a couch and that his room only contained a shelf and a table, both of which were cleaned prior to vacating. I also accept testimony of both parties that there were four tenants residing in the unit and that the tenant should not be held individually responsible for the cleaning of common areas. Furthermore, the landlord did not submit sufficient evidence to verify the cost of cleaning. As such, I find that the landlord has not met the burden of proof to support the claim for cleaning costs. Therefore, the landlord's claim for cleaning does not succeed.

Decision

41. The landlord's claim for cleaning does not succeed.

Issue #5: Hearing expenses \$20.00.

Relevant Submission

42. The landlord paid \$20.00 for the application fee is seeking reimbursement. The landlord submitted a copy of the receipt to support the claim (LL#5).

Analysis

43. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual: Costs*, as the landlord's claim was successful as per paragraphs 23, 29 and 37, the landlord will be awarded with \$20.00.

Decision

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

Issue # 6: Security deposit to be applied against any monies owed \$480.00

Analysis

45. 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).

46. The landlord's claim for losses has been successful as per paragraphs 23, 29, 37 and 44 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

47. Security deposit plus interest of \$488.86 to be applied against monies owed.

Summary of Decision

48. The tenant shall pay the landlord \$335.20 as follows:

Rent.....	\$715.00
Utilities	\$69.06
Damages	\$20.00
Hearing expenses.....	\$20.00
Less than Security Deposit.....	\$488.86
Total	\$335.20

November 14, 2025
Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office