

Residential Tenancies Tribunal

Application 2025-0935-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:01 a.m. on 5-November-2025.
2. The applicant, [REDACTED] hereinafter referred to as “the landlord”, was represented by [REDACTED] and [REDACTED], who attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” attended via teleconference.

Preliminary Matters

4. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing electronically via email on 20-October-2025 (LL#1). The tenant acknowledged receiving the notice of the hearing on that date. In accordance with the *Residential Tenancies Act, 2018* this is a good service, I proceeded with the hearing.
5. There was a fixed-term rental agreement which commenced on 15-June-2025 for one year. The tenant vacated the unit on 13-September-2025. Rent was \$2300.00 per month due on 15th of each month. A security deposit of \$1150.00 was collected on 28-May-2025 and is still in the landlord’s possession.
6. The landlords amended their application to include hearing expenses of \$20.00.

Issues before the Tribunal

7. The landlord is seeking:
 - Rent paid \$6900.00;
 - Utilities \$647.51;
 - Other expenses \$2550.00;
 - Hearing expenses \$20.00;
 - Security Deposit to be applied against any monies owed \$1150.00.

Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
9. 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 \$6900.00

Landlord's Position:

10. The landlord is seeking rent for the months of August, September, and October. The landlord's representative stated that they tried to accommodate the tenant in the best way possible. However, the tenant did not transfer the electricity account into her name and stopped paying rent in August-2025. The landlord's representative stated that no rent was received for August or September. According to the landlord's representative due to the non-payment of rent, the parties agreed that the tenant would vacate the property on 13-September-2025, and she did so on that date. The landlord also stated that they were unable to secure a new tenant, despite hiring a real estate agency to assist in re-renting the unit but have not been successful to date. Therefore, the landlord believes the tenant is responsible for rent for three months.

Tenant's Position:

11. The tenant disputed the landlord's claim and stated that she is responsible only for one month's rent. She was uncertain whether she paid rent for August but later stated that she may not have. The tenant acknowledged that she vacated the unit on 13-September, as agreed with the landlord.

Analysis

12. 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.
13. I accept the testimony of both the landlord's representative and the tenant. Based on the evidence and the parties' statements, I find that rent for August was not paid. I also accept that no formal termination notice was issued; however, an agreement to vacate was made between the landlord and the tenant due to the tenant's non-payment of rent.
14. According to the Section 18(5) of the Act, *(5) Notwithstanding subsections (1) to (3), a notice of termination is not required to be given where a landlord and a tenant agree in writing to terminate the rental agreement on a specific date.*
15. I accept the testimony of both the landlord's representative and the tenant that there was a verbal agreement to terminate the tenancy. Both parties agreed that the tenant would vacate the premises on September 13. Therefore, in accordance with Section 18(5) of the Act, which provides that a notice of termination is not required where a landlord and tenant agree to terminate the rental agreement on a specific date, I find that the tenant is responsible for rent up to 13-September, as per their verbal agreement. Although I accept the landlord's representative's testimony that the landlord was unable to secure a new tenant immediately after the tenant vacated, I accept that in this situation the tenant's rental obligation exist only for the period during which the tenant was entitled to occupy the unit

as per their agreement. As both parties agreed that the tenant would vacate on 13-September, I find that the tenant is responsible for rent for the month of August until 13-September. This amount will be calculated as follows:

$$\begin{aligned} \$2300.00 \text{ (monthly rent)} * 12 \text{ (months)} &= \$27600.00 \\ \$27600.00 : 365 \text{ (days)} &= \$75.61 \text{ (daily rent)} \\ 75.61 * 30 \text{ (days)} &= \$2268.30 \end{aligned}$$

16. The tenant is responsible for rent of August until September 13th of \$2268.30.

Decision

17. The landlord's claim for rent succeeds in the amount of \$2268.30.

Issue # 2: Utilities \$647.51.

Landlord's Position:

18. The landlord is seeking reimbursement for utilities from 15-June to the end of September. To support the claim, the landlord submitted copies of the Newfoundland Power bills showing the amounts owing for the period in question (LL#2).

Tenant's Position:

19. The tenant acknowledged that she did not pay for the utilities and did not dispute the landlord's claim regarding the amount paid for utilities.

Analysis

20. I accept the landlord's evidence of the copies of Newfoundland Power bills submitted to support their claim. As the tenant did not dispute the landlord's statement and confirmed that she did not pay for the utilities, I find that the landlord has established their claim.

21. In accordance with paragraph 16 of this Decision, the tenant was found responsible for rent until the date they vacated, which was 13-September. Therefore, the utility costs shall be calculated on prorated basis for September. As such, I find that the tenant is responsible for the utilities for the period of 15-June-2025 until 13-September-2025 in the total amount of \$588.47.

Decision

22. The landlord's claim for utilities succeeds in the amount of \$588.47.

Issue #3: Other expenses \$2550.00.

Relevant Submission

23. The landlord is seeking compensation for cleaning and real estate fee as follows:

#1: Cleaning \$250.00

Landlord's Position:

24. The landlord is seeking \$250.00 for cleaning costs. They stated that they advised the tenant that the unit was required to be left in a clean condition upon vacating. The landlord's

representative testified that when they attended the unit after the tenant moved out, they found the premises in a messy condition. They stated that the fridge, freezer, toilets, stove, floors, and other areas required cleaning, and that the unit could not be re-rented in that condition. The landlord's representative testified that they likely paid more than \$250.00 for the cleaning but did not provide a receipt to support this claim.

Tenant's Position:

25. The tenant disputed the landlord's claim, stating that she believed she left the unit in the same condition as when she moved in. She acknowledged that some areas may not have been fully cleaned and agreed that \$150.00 would be a reasonable amount to contribute toward cleaning.

#2: Real estate fee \$2300.00

Landlord's Position:

26. The landlord is seeking \$2300.00 for the cost of a real estate fee. They stated that this was a standard charge and common practice, as they used real estate services to secure a suitable tenant for the tenancy.

Tenant's Position:

27. The tenant confirmed that she agrees to pay the real estate fee in the amount claimed.

Analysis

#1: Cleaning \$250.00

28. I asked the landlords whether they provided photographic evidence to support their claim, and they stated that they had such evidence with them but did not submit it because they believed the hearing would be held in person. As the landlords did not provide their photographic evidence to the tribunal and to the other party at least three days prior to the hearing, this evidence cannot be accepted in accordance with tribunal requirements.
29. I accept the landlord's representative's testimony that cleaning was required and the tenant's acknowledgment that some areas were left uncleaned. However, as the landlord failed to submit sufficient evidence to show the condition in which the unit was left and did not provide proof of payment to support the amount claimed for cleaning, I find it reasonable to award the landlord the amount of \$150.00 as agreed by the tenant.
30. Therefore, the landlord's claim for cleaning succeeds in the amount of \$150.00.

#2: Real estate fee \$2300.00

31. As the tenant acknowledged responsibility for the real estate fee, I find that the landlord's claim for the real estate fee succeeds in the amount of \$2300.00.

Decision

32. The landlord's claim for other expenses succeeds in the amount of \$2450.00.

Issue #4: Hearing expenses \$20.00.

Relevant Submission

33. The landlord paid \$20.00 for the application fee and is seeking reimbursement. The landlord submitted a copy of the receipt to support the claim (LL#3).

Analysis

34. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual: Costs*, as the landlord's claim was successful as per paragraphs 17, 22 and 32, the landlord will be awarded with \$20.00.

Decision

35. 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 \$1150.00

Analysis

36. 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).
37. As the landlord's claim for losses has been successful as per paragraphs 17, 22, 32 and 35 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 2025 is 1%.

Decision

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

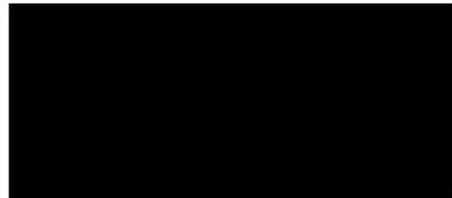
Summary of Decision

39. The tenant shall pay the landlord \$4171.63 as follows:

Rent.....	\$2268.30
Utilities.....	\$588.47
Other expenses.....	\$2450.00
Hearing expenses.....	\$20.00
Less than Security Deposit plus interest	\$1155.14
Total	\$4171.63

November 24, 2025

Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office