

## Residential Tenancies Tribunal

Application 2025-0972-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 2:04 p.m. on 18-November-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the landlord” did not attend.

### Preliminary Matters

4. The landlord was not present or represented at the hearing and I was unsuccessful in reaching him 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 the claim and notice of 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 he has been properly served. The tenant submitted an affidavit with her application stating that she had served the landlord with the notice of hearing electronically by email to: [REDACTED] on 6 November 2025 (TT#1). The tenant submitted proof of service (TT#2). In accordance with the *Residential Tenancies Act, 2018* this is good service. As the landlord was properly served, and as any further delay in these proceedings would unfairly disadvantage the tenant, I proceeded with the hearing in his absence.
5. There was a written month-to-month rental agreement which commenced on 1-December-2023. The tenant vacated the unit on 2-September-2025. Rent was \$750.00 per month, due on the 1<sup>st</sup> day of each month. A security deposit of \$375.00 was paid on 1-December-2023 and is in the landlord’s possession.

### Issues before the Tribunal

6. The tenant is seeking:

- Validity of termination notice determined
- Rent refunded \$500.00
- Compensation paid for Inconvenience \$3660.00
- Refund of security deposit \$375.00
- Hearing expenses \$20.00

## 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*. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 14: Security deposit. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Policy*: Section 9-4: Compensation for damages to tenant's personal property and Section 12-1: Recovery of costs.

## Issue # 1: Validity of Termination Notice determined

### Tenant's Position

8. The tenant testified that the landlord approached her on 24-July-2025 to inform her that the property was sold and the new owners would be taking possession on 1-September-2025 and he requested that she move out of the unit on that date for a 2 month period so the new owners could renovate the property, at which time she could return to the unit and continue the tenancy. The tenant stated that the landlord asked her to keep the utilities in her name and she stated that the landlord promised her monies to cooperate. The tenant stated that on 31-August-2025 the landlord arrived to assist her to move her belongings and when she asked the landlord for the monies promised, he refused to pay her at which time she advised the landlord that she would not be moving, and she requested a proper termination notice. The tenant testified that this later prompted an altercation on 5-September which resulted in bodily harm caused to her by the landlord and the *Police* were called. The tenant stated that the landlord threw some of her personal belongings outside the unit and illegally locked her out of the unit. The tenant stated that rent for September was paid in full, and she questions the landlords right to end the tenancy by locking her out of the unit.

### Analysis

9. I accept that there was a mutual agreement between the tenant and the landlord for the tenant to relocate to a new unit for a 2-month period during renovations at which time the tenant would return to her unit under a new landlord. When the tenant refused to leave the unit on 31-August, the landlord contravened the *Residential Tenancies Act, 2018* by locking the tenant out and discontinuing the tenancy. I find that the landlord failed to provide the tenant with a proper termination notice.

### Decision

10. The landlord failed to provide the tenant with a proper termination notice.

## Issue # 2: Refund of Rent \$500.00

### Tenant's Position

11. The tenant testified that rent for the month of September was paid in part by herself in the amount of \$250.00 and in part from *Income Support* in the amount of \$500.00 and she

stated that the portion she paid was refunded to her by the landlord. The tenant is seeking to have the \$500.00 paid to the landlord on her behalf refunded to her.

### Analysis

12. I accept that *Income Support* paid the landlord their portion of the rent for the month of September in the amount of \$500.00, and I also accept that the landlord locked the tenant out of the unit on 1-September. Where a landlord-tenant relationship exists with respect to a residential premises, regardless of the source of the subsidized rent payments, the tenant is entitled to the refund of rent. I find that the landlord shall refund to the tenant the portion of the rent paid to him on behalf of the tenant in the amount of \$500.00.

### Decision

13. The tenant's claim for a refund of rent succeeds in the amount of \$500.00.

### Issue # 3: Compensation paid for Inconvenience \$3660.00

#### Relevant Submission

14. The tenant testified that she suffered both physical and emotional distress as a result of the altercation between herself and the landlord on 6-September-2025 when she was attempting to retrieve her personal belongings from the unit, and she stated that she was inconvenienced once the landlord illegally locked her out of the unit on 1-September-2025. The tenant is seeking \$3660.00 for her inconveniences, and she submitted a copy of an inconveniences ledger to support the claim (TT#3). **Note:** the amount on ledger exceeds amount sought on application. See breakdown of inconveniences ledger below:

Inconvenience Ledger 2025-0972-NL		
Damages / losses	Amount	Total
Physical injury & emotional distress	\$2,000.00	\$2,000.00
Storage fees	\$100.00	\$2,100.00
Broken dresser & gazebo	\$360.00	\$2,460.00
Missing items	\$1,250.00	\$3,710.00

#### Tenant's Position

15. The tenant's position on each item is as follows:

**Item # 1: Physical injury & emotional distress (\$2000.00)** – The tenant was not provided an opportunity to advance her claim for physical and emotional distress, as this tribunal lacks the jurisdiction to adjudicate such matters under the *Residential Tenancies Act*.

**Item # 2: Storage fees (\$100.00)** – The tenant testified that when she was locked out of the unit, she was faced with no place to go and no place to store her items and she stated that she had to put her personal belongings in three different spaces including a garage and a shed belonging to friends and she is seeking to be reimbursed \$100.00 to cover the amount she paid her friends for storage space. The tenant submitted a copy of letters from her friends to support the claim (TT#4).

**Item # 3: Broken dresser and gazebo (\$360.00)** – The tenant testified that when the landlord removed her dresser from the unit and a gazebo from the backyard, he damaged

both and she is seeking \$60.00 to cover the cost to repair the dresser and \$300.00 to cover the cost to repair the gazebo.

**Item # 4: Missing items (\$1250.00)** – The tenant testified that she did retrieve some of her personal belongings; however, there were other items that the landlord disposed of without her permission and items that were scattered around the grounds of the premises destroyed. The tenant is seeking \$1250.00 to replace the following missing items:

- (i) **Red leather couch (\$150.00)** – The tenant testified that a red leather couch recliner is missing, and she stated that she purchased it used from a friend approximately 6 months ago and she is seeking to be reimbursed for the cost of the couch in the amount of \$150.00. The tenant submitted a photograph of the couch showing that she was the owner of such a piece of furniture (TT#5).
- (ii) **Tool bag and tools (\$150.00)** - The tenant testified that a tool bag with several unique tools is missing, and she stated that the true value of the tools is approximately \$1000.00. The tenant testified that she messaged the landlord requesting he return her tools, and she submitted a copy of the text message to support the claim (TT#7).
- (iii) **Couch set (\$150.00)** – The tenant omitted this item.
- (iv) **Dining room table set (\$200.00)** – The tenant testified that a dining room table and 4 chairs is missing, and she stated that she purchased the set used from a friend approximately 12 months ago and she is seeking to be reimbursed for the cost of the dining room table set in the amount of \$200.00.
- (v) **Leather stools (\$100.00)** – The tenant omitted this item.
- (vi) **Captains bed with drawers and headboard (\$150.00)** – The tenant testified that a child’s mattress and captain bed with drawers and a headboard is missing, and she stated that she purchased the set used from a friend approximately 18 months ago and she is seeking to be reimbursed for the cost of the bed in the amount of \$150.00.
- (vii) **Queen mattress and box spring (\$100.00)** – The tenant omitted this item.
- (viii) **Various small items (\$250.00)** - The tenant testified that there were a lot of other miscellaneous items that were missing ranging from a poster of sentimental value to clothing that got destroyed, a blue tooth speaker to a large popcorn machine. The tenant submitted photographs of some of the items scattered around the ground and placed up against the side of the house (TT#6) and a copy of a text message between her and the landlord to support the claim (TT#7).

## Analysis

16. Based on the tenant’s testimony and the exhibits entered into evidence, each item is analyzed as follows:

**Item #1: Physical injury & emotional distress (\$2000.00)** – The tenant was not provided an opportunity to advance her claim for physical and emotional distress, as this tribunal lacks the jurisdiction to adjudicate such matters under the *Residential Tenancies Act*. No analysis required.

**Item # 2: Storage fees (\$100.00)** – I accept the tenant’s testimony, and the exhibits entered into evidence which shows that she used her friend’s garage and shed to store her personal belongings as she did not have a place to go to, nor a place to store her belongings. However, this tribunal cannot reimburse for costs such as storage fees without receipts to support the claim. The letters from the tenant’s friends stating that they had received monies from the tenant for storage space were not sworn letters, and as such are not acceptable. Without valid evidence to show that the tenant incurred the cost to store her belongings, this tribunal is unable to award compensation for storage fees. I find that the landlord is not responsible for the cost of fees for storage space.

**Item # 3: Broken dresser and gazebo (\$360.00)** – I accept the tenant’s testimony that the landlord removed her furniture and personal belongings from the premises and some items may have gotten damaged in the move; however, the tenant failed to submit photographs of the damaged dresser or the damaged gazebo. The tenant did submit a photograph of a dresser to show that she was the owner, however she failed to provide photographs of the damaged dresser. The tenant also failed to provide any photographs of a damaged gazebo. I find that the onus was on the tenant to show that the damage exists, and that the landlord was negligent in causing the damage. I find that the tenant failed to do so and as such, this tribunal is unable to award compensation for damages. I find that the landlord is not responsible for the cost of a damaged dresser and a damaged gazebo.

**Item # 4: Missing items (\$1250.00)** – I accept the tenant’s testimony that the landlord packed up her personal belongings once he locked her out of the unit on 1-September-2025 and that some of the items got misplaced or went missing in the move, and some items were disposed of by the landlord. I find that the tenant had a responsibility first of all to show that she was the owner of the items as listed above and secondly to show that they actually went missing.

With regards to the large items, like the couch, table set and the bed set, I allowed the tenant the opportunity to submit photographs to support the claim and she only submitted 1 photograph of the top portion of the red couch. The tenant submitted a copy of a text message between herself, and the landlord dated 21 and 27-October whereby she identified the loss of some of the items such as a tv mount, a Tupac picture, and a tool bag including tools. I accept that those items are missing, and I find that the landlord is responsible.

As for the big items as listed above, the tenant failed to show that she was the owner of such items except the red couch, and she also failed to provide proof of any sort of communication between her and the landlord inquiring about those items or expressing her concern that they went missing. I find that the tenant failed to show that the big items such as the red couch, table set, and the captain bed were missing. If the tenant messaged the landlord regarding a tv mount and a poster, then certainly there should have been a trail of text messages to support the loss of those big items as well. I find that the tenant failed to show that she owned most of the big items and she also failed to show that those items were missing.

With regards to the additional missing items, the tenant submitted photographs showing the poster on the wall, a tv mount on the wall and she also submitted photographs of some personal belongings outside the unit laid up against the house including a popcorn machine and articles of clothing strung all over the ground that were not missing but had sustained damages due to being left outside on the ground.

I find that the onus is on the tenant to show that the items were missing, and that the landlord was negligent in taking the items. I accept the photographs that show that she owned a red couch; however, the tenant failed to provide any type of proof that she was the owner of the other big items. The tenant also failed to show that she ever had any conversation with the landlord seeking the return of the big items. Without definitive evidence to support that the landlord took her personal belongings, this tribunal is unable to award compensation for the loss of the items. I find that the landlord is not responsible for the cost to replace the large items, such as the red couch, table set and bed, however I find that the landlord is responsible for the cost to replace the items as identified in the text message dated 21 and 27-Oct-2025, including the poster, the tv mount and the tool bag and tools. The question is how much should be awarded and as I do not know the true value of those items, a nominal amount shall be awarded to the tenant. I find that the landlord is responsible for the cost to replace missing / destroyed personal items belonging to the tenant in the amount of \$200.00.

### **Decision**

17. The tenant's claim for compensation paid for inconveniences succeeds in the amount of \$200.00.

### **Issue # 4: Refund of Security Deposit \$375.00**

#### Tenant's Position

18. The tenant testified that she was forced out of her unit on 1-Septembr-2025 and she stated that the landlord did not return her security deposit in the amount of \$375.00 which was paid in full on 1-December-2023. The tenant is seeking a refund of the security deposit with interest.

### **Analysis**

19. Section 14 of the *Residential Tenancies Act, 2018* deals with security deposits, and the relevant subsections state:

#### **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).
- (12) A landlord who does not make an application in accordance with subsection (11) shall return the security deposit to the tenant.

20. I accept that the tenant paid a security deposit of \$375.00 on 1-December-2023 and in accordance with Section 14 of the *Act* as stated above, the tenant did not enter into an agreement with the landlord allowing him to retain the security deposit and although the landlord has a right to make a claim to retain the security deposit for compensation for damages, he failed to do so. For those reasons, I find that the landlord shall refund the security deposit to the tenant in the amount of \$375.00. 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 rate for 2023 was 0% and is currently 1% for 2024-2025.

**Decision**

21. The tenant’s claim for a refund of security deposit plus interest succeeds.

**Issue # 5: Hearing expenses \$20.00**

**Analysis**

22. The tenant paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (TT#8). In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, claimable costs may include the filing fee. As the tenant’s claims have been partially successful, I find that the landlord is responsible for the hearing expenses.

**Decision**

23. The tenant’s claim for hearing expenses succeeds in the amount of \$20.00.

**Summary of Decision**

24. The landlord failed to provide the tenant with a proper termination notice.

25. The landlord shall pay the tenant \$1102.06 as follows:

Rent refunded .....	\$500.00
Compensation for inconveniences ...	200.00
Refund of security deposit .....	375.00
Interest .....	7.06
Hearing expenses .....	20.00
 Total .....	 \$1102.06

December 2, 2025  
Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office