

Residential Tenancies Tribunal

Application 2025-0978-NL

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 1:53 PM on 18 November 2025 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, participated in the hearing. The respondent, [REDACTED], hereinafter referred to as “the tenant”, was not in attendance.

Issues before the Tribunal

3. The landlord is seeking the following: an order for a payment of rent in the amount of \$2000.00.

Legislation and Policy

4. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
5. Also relevant and considered in this case is rule 29 of the *Rules of the Supreme Court, 1986*.

Preliminary Matters

6. The tenant was not present or represented at the hearing and I was unable to reach her by telephone from 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 she has been properly served. With her application, the landlord submitted an affidavit stating that she had served the tenant, by e-mail, on 31 October 2025, and a copy of that e-mail was also submitted with her application.

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 her absence.

Issue 1: Rent Owing - \$2000.00

Relevant Submissions

7. The landlord stated that she had entered into a 1-year, fixed-term lease with the tenant on 01 December 2023. The agreed rent was set at \$2000.00, and the landlord stated that the tenant had paid a security deposit of \$1500.00 on the day the tenancy began.
8. On 02 October 2025, the tenant contacted the landlord and informed her that she would not be able to pay rent for that month. The landlord stated that the tenant requested that she issue her a termination notice so that she could get an apartment somewhere else. The landlord complied with this request and issued her a termination notice on 06 October 2025 requiring that she vacate on 15 October 2025. The tenant vacated the following day, 16 October 2025.
9. The landlord testified that she received no rent for October 2025, and she is seeking a payment of \$2000.00 for that month. The landlord stated that no new tenants have moved into the apartment, and she also pointed out that the tenant had caused significant damages to the property which require her to undertake repairs.

Analysis

10. I accept the landlord's claim that the tenant had not paid rent for October 2025. Given that there are damages to the apartment, and that the landlord only learned in early October that the tenant wished the tenancy to end, I find it highly unlikely that the landlord could have put new tenants into the unit for the second half of October 2025. Accordingly, I find that the tenant owes the landlord \$2000.00 for the whole of that month.

Decision

11. The landlord's claim for a payment of rent succeeds in the amount of \$2000.00.

Issue 2: Security Deposit - \$1500.00

Relevant Submissions

12. The landlord testified that the tenant had paid a security deposit of \$1500.00 on 01 December 2023, when the tenancy first began. As her claim for rent has

been successful, the landlord shall retain that deposit as outlined in this decision and order

Summary of Decision

13. The landlord is entitled to a payment of \$500.00, determined as follows:

- a) Rent Owing\$2000.00
- b) LESS: Security Deposit..... (\$1500.00)
- c) Total.....\$500.00

26 November 2025

Date


John R. Cook
Residential Tenancies Tribunal