

## Residential Tenancies Tribunal

Application 2025-0981-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 1:55 p.m. on 8-December-2025.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as “the landlords” did not attend. Authorized representative, [REDACTED], represented by [REDACTED], attended by teleconference.
3. The respondent, [REDACTED] (tenant 1), hereinafter referred to as “the tenant” attended by teleconference. The respondent, [REDACTED] (tenant 2), herein referred to as “the tenant” did not attend.

### Preliminary Matters

4. The landlords submitted 2 affidavits with their application stating that they had served the tenants with the notice of hearing electronically by email on 17-November-2025 (LL#1). Tenant 1 confirmed that both her and tenant 2 had received the documents on that date. In accordance with the *Residential Tenancies Act, 2018*, this is good service.
5. There was a fixed term rental agreement which commenced on 1-June-2025. The tenants vacated the unit on 3-November-2025. Rent was \$2100.00 per month, due on the 1st day of each month. A security deposit was never paid.

### Issues before the Tribunal

6. The landlords are seeking:
  - Rent paid \$2100.00
  - Other \$2675.00

### 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 is Section 6-3 of the *Residential Tenancies Policy: Costs of Mitigation*.

## **Issue # 1: Rent paid \$2100.00**

### Landlord's and Tenant's Position's

8. The landlord's representative testified that rent is outstanding for the month of October in the amount of \$2100.00 and he stated that his clients are seeking rent to be paid in full. Tenant 1 did not dispute that rent is outstanding for October.

### **Analysis**

9. As tenant 1 did not dispute the landlord's claim for outstanding rent for the month of October, I find that the tenants are responsible to pay the landlords \$2100.00 for outstanding rent for the period of October 1-31, 2025.

### **Decision**

10. The landlord's claim for rent paid succeeds in the amount of \$2100.00.

## **Issue # 2: Other \$2675.00**

### Landlord's and Tenant's Position's

11. The landlord's representative testified that his clients gave the tenants a termination notice with cause to vacate on 18-October, and he stated that the tenants did not comply with the notice, and did not return the keys of the unit until 3-November-2025. The landlord's representative stated that the landlords did not know when the tenants were planning on leaving and were unable to secure new tenants for the month of November incurring a loss of rental income for that month in the amount of \$2100.00.
12. In addition, the landlord's representative stated that the landlords are seeking to be reimbursed for unexpected property management fees associated with dispute resolution issues and advertising / showing the unit to prospective new tenants in the amount of \$575.00. The landlord's submitted a copy of an invoice from [REDACTED] to support the claim (LL#2).
13. Tenant 1 disputed the landlord's claim for loss of rental income for the month of November as she testified that they vacated the unit on the night of 31-October as mutually agreed upon by both parties. Tenant 1 stated that they were evicted by the landlords and should not be responsible for rent for the month of November given they did not reside there during that time. Tenant 1 also disputed the landlords claim for property management fees.

### **Analysis**

14. I asked the landlord's representative if his clients had agreed that the tenants could stay in the unit until the end of October, and he responded that they did not, and he added that his clients would not agree to such a request given that rent had not been paid for the month of October. I asked tenant 1 if she could show that they had such an agreement with the landlords, and she responded that she could not. I accept the testimony of the landlord's representative that such an agreement was never made, and I accept that the landlords did not receive the keys to the unit until 3-November leaving them in a situation whereby they were unable to secure tenants for the month of November.

15. I asked the landlord's representative if the landlords made every effort to re-rent the unit in a timely fashion and he responded that they have, and that the unit is still vacant as it is a process to secure suitable tenants. I accept that the landlords did not take back their unit until 3-November and I accept that they made every effort to mitigate their losses leaving them with a loss of rental income for the month of November. Landlords should not incur any financial hardship due to the actions of tenants and for those reasons, I find that the tenants are responsible for the loss of rental income for the month of November in the amount of \$2100.00.
16. With regards to the property management fees and in accordance with Section 6-3 of the *Residential Tenancies Policy: Costs of Mitigation*, all reasonable costs incurred by a landlord in mitigating any loss of rental income are recoverable from the tenant(s). These may include the costs incurred to place advertisements, or the costs of hiring a property management company. I find that the tenants contravened the fixed term rental agreement and as such, are responsible to reimburse the landlords for the cost of the property management company fees.

**Decision**

17. The landlord's claim for "Other" succeeds in the amount of \$2675.00.

**Summary of Decision**

18. The tenants shall pay the landlords \$4775.00 as follows:

Rent paid .....	\$2100.00
Other .....	2675.00
 Total .....	 \$4775.00

December 19, 2025  
Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office