

Residential Tenancies Tribunal

Application 2025-1023-NL
Counter application 2025-1068-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 1:45 p.m. on 10-December-2025.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as “the tenants”, attended via teleconference.
3. The respondent and a counter applicant, [REDACTED], represented by [REDACTED] hereinafter referred to as “the landlord”, attended via teleconference.

Preliminary Matters

4. The tenants submitted an affidavit with their application stating that they served the landlord with the notice of hearing electronically via text on 21-November-2025 (TT#1). The landlord confirmed receiving the notice on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. The landlord submitted two affidavits with their application stating that they had served the tenants with the notice of hearing electronically via emails on 17-November-2025 (LL#1,2). The tenants 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 of both applications.
6. There was a verbal month-to-month rental agreement commencing on 1-July-2025. The tenants vacated the premises on 29-August-2025. Rent was \$1200.00 per month due on 1st of each month. The security deposit of \$900.00 was collected on 2-July-2025 and is still in the landlord’s possession.

Issues before the Tribunal

7. The tenants are seeking:
 - Refund of Security Deposit \$900.00
8. The landlord is seeking:
 - Rent paid \$1200.00
 - Compensations paid for Damages \$2800.00

- Security Deposit to be applied against any monies owed \$900.00.

Legislation and Policy

9. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
10. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 14: Security Deposit, Section 18: Notice of termination of rental agreement, and following sections of the *Residential Tenancies Policy, 9-3*: Compensation for Damages to Rental Premises.

Issue #1: Rent paid \$1200.00.

Relevant Submission

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

Date	Transaction Description	Amount Due	Amount Paid	Balance
06.30.2025	Security Deposit	\$ 900	-\$ 900	\$ -
06.30.2025	July Rent	\$ 1,200	-\$ 1,200	\$ -
07.31.2025	August Rent	\$ 1,200	-\$ 1,200	\$ -
08.31.2025	September Rent	\$ 1,200	\$ -	\$ 1,200

Landlord's position:

12. The landlord is seeking rent for the month of September to be paid in full. The landlord stated that the tenants communicated their intention to end the tenancy by text message on August 2 or 3, advising that they would vacate the rental unit by the end of August.
13. The landlord stated that this communication did not constitute proper notice under the *Residential Tenancies Act*, as a standard notice of termination was not provided in the required form or within the required timeframe of 30 days. As a result, the landlord argues that the tenants remain responsible for rent of \$1200.00 for the month of September.

Tenants' position:

14. The tenants dispute the landlord's claim for rent for the month of September. The tenants testified that they attempted to contact the landlord by phone on several occasions to discuss terminating the tenancy but were unable to reach him on 1-August. As a result, they sent a text message on 2-August advising the landlord of their intention to end the tenancy and vacate the rental unit by the end of August. The tenants stated that they vacated the rental unit as planned by the end of August and therefore are not responsible for rent for the month of September. They submitted a screenshot of the notice to support their claim (TT#2).

Analysis

15. I accept both the landlord's and the tenants' statements that the tenants communicated their intention to terminate the tenancy by text message on 2-August, advising that they would vacate the rental unit by the end of August. I also accept that the tenants vacated the rental unit on 29-August.

16. Pursuant to section 18 of the *Residential Tenancies Act*, a standard notice of termination must be in writing and provided at least 30 days prior to the end of the rental period. While the tenants' text message clearly expressed their intention to terminate the tenancy, it was provided on 2-August and did not meet the statutory requirement of 30 days' notice prior to the end of the rental period. Accordingly, I find that the termination notice provided by the tenants was not valid under section 18 of the *Act*.
17. Further, pursuant to *Policy 6-3*, a landlord is required to take reasonable steps to mitigate any loss of rental income resulting from a tenant's failure to provide proper notice. I asked the landlord whether efforts were made to re-rent the unit. The landlord testified that the unit was advertised as soon as they became aware that the tenants intended to vacate. The landlord stated that rental advertisements were placed, and signs were posted in the windows indicating that the unit was available for rent. The landlord further testified that new tenants were secured at the beginning of October, resulting in a loss of rental income for the month of September.
18. I accept the landlord's testimony regarding their efforts to mitigate their losses and the timing of re-renting the unit. As the termination notice was determined to be invalid and the landlord took reasonable steps to mitigate the loss, I find that the tenants remain responsible for rent for the month of September.

Decision

19. The landlord's claim for rent succeeds in the amount of \$1200.00.

Issue # 2: Compensation paid for damages \$2800.00

Relevant Submission

20. The landlord is seeking compensation for damages to the rental unit, as per the damage's ledger, see copy below:

<u>Compensation for Damages</u>	
\$	200.00 Cleaning kitchen drain of grease
\$	2,600.00 Structural damage to exterior of property caused by the tenant backing a moving truck into the property
\$	2,800.00

#1: Cleaning kitchen drain \$200.00

Landlord's position:

21. The landlord is seeking \$200.00 in compensation for the cost of cleaning a kitchen drain. The landlord stated that after the tenants vacated the rental unit, the kitchen sink was found to be clogged with grease and oil. The landlord testified that grease had accumulated in the drain, causing a blockage that required professional cleaning. The landlord further stated that some newcomers may not be aware that disposing of grease and oil down the kitchen sink can cause blockages. The landlord testified that there was a contractor hired to unclog the drain after the new tenants moved into the unit in October and submitted an invoice to support their claim (LL#3).

Tenants' position:

22. The tenants dispute the landlord's claim for compensation for cleaning the kitchen drain. The tenants stated that the kitchen sink was working properly at the time they vacated the unit and that there were no drainage issues during their tenancy or upon their departure.
23. The tenants testified that no move-out inspection was completed. They stated that when they inquired about conducting a move-out inspection, the landlord advised that he was out of town and that his agent would attend instead. The tenants further stated that on 31-August, the unit was locked with two locks, and both the tenants and the landlord's agent had access to only one of the locks, which prevented entry into the unit. As a result, the move-out inspection could not be completed. The tenants explained that they vacated the unit on 29-August and did not have access to the rental unit thereafter. They take the position that they are not responsible for any damage or issues with the kitchen sink that may have occurred after new tenants had moved in.

#2: Structural damage to the exterior of the property \$2600.00

Landlord's position:

24. The landlord is seeking \$2600.00 in compensation for structural damage to the exterior of the rental property. The landlord stated that during the tenants' move-out, a U-Haul truck was observed backing into the property and causing damage to the exterior structure.
25. The landlord testified that they received a text message from another tenant residing in the upper unit advising that the U-Haul truck had backed into the building and damaged the structure. The landlord stated that the damage involved the exterior siding and the corner of the house, which now require removal and replacement. The landlord explained that they were out of the city at the time of the alleged incident and therefore do not have photographs of the damage to submit as evidence. The landlord is seeking compensation for the cost of repairing the exterior damage as per invoice (LL#4).

Tenants' position:

26. The tenants dispute the landlord's claim for compensation for structural damage to the exterior of the property. The tenants testified that they did not damage the property with a U-Haul truck and further stated that there was no visible damage to the exterior of the property at the time they vacated the unit on 29-August. The tenants testified that they returned to the unit on 31-August and observed no damage to the exterior of the property. While they do not have photographs to submit, they stated that the landlord's agent, who attended the property, could confirm that there was no exterior damage.
27. The tenants also stated that the landlord never raised any concerns regarding a U-Haul truck or exterior damage at the time of move-out or thereafter. The tenants stated that the claim for structural damage is a fabricated claim.

Analysis

28. 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).*

#1: Cleaning kitchen drain \$200.00

29. Pursuant to the *Residential Tenancies Act*, the burden of proof rests with the applicant to establish that the alleged damage existed and that it was caused by the respondents' actions or negligence.
30. Upon reviewing the evidence submitted by the landlord, I note that the invoice provided for cleaning the kitchen drain is dated 9-September, while the landlord testified that the drain cleaning was conducted in early October, after the new tenants had moved into the unit. I find this inconsistency in the evidence raises concerns regarding the timing and circumstances under which the work was completed.
31. I accept the tenants' testimony that the sink was functioning properly at the time they vacated the unit. I accept that no move-out inspection was completed, as the unit was locked and entry could not be gained on 31-August, as previously planned. Given the absence of a move-out inspection, the inconsistency regarding the date of the invoice, and the fact that the drain was serviced after the tenants had vacated the unit and after new tenants had moved in, I find that the landlord has failed to meet the burden of proof to establish that the drain blockage resulted from the tenants' actions or negligence.
32. Accordingly, the landlord's claim for \$200.00 for cleaning the kitchen drain does not succeed.

#2: Structural damage to the exterior of the property \$2600.00

33. I find that the landlord provided no photographs, inspection notes, witness statements, and never addressed concerns about the damage with the tenants prior the hearing. I accept the landlord's statement that he was not present at the time of the alleged incident, and no independent evidence was submitted to establish that exterior damage actually occurred.
34. I also accept the tenants' statements that no exterior damage was present on either 29-August or 31-August and that that they deny causing any damage to the unit.
35. In the absence of sufficient evidence, and given that the tenants have directly disputed the allegation, I find that the landlord has not met the burden of proof required under *Residential Tenancies Policy 9-3* to show that the damage exists and that the tenants are responsible for the costs of the repairs.
36. Accordingly, the landlord's claim for compensation for structural damage does not succeed.

Decision

37. The landlord's claim for compensation paid for damages does not succeed.

Issue #3: Refund of the Security Deposit \$900.00

Security Deposit to be applied against any monies owed \$900.00

Analysis

38. 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).

39. The landlord's claim for losses has been successful as per paragraph 19 of this decision 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 2025 was 1%.

Decision

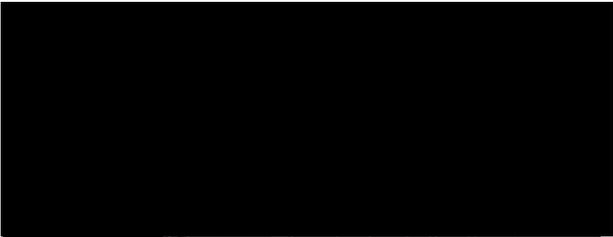
40. Security deposit plus interest of \$903.99 to be applied against monies owed.

Summary of Decision

41. The tenants shall pay the landlord \$296.01 as follows:

Rent paid.....	\$1200.00
Less than Security Deposit + interest	\$903.99
Total	\$296.01

January 26, 2026
Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office