

## Residential Tenancies Tribunal

Application 2025-1049-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 9:06 a.m. on 9-January-2026.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.

### Preliminary Matters

4. The landlord submitted an affidavit with her application stating that she had served the tenant with the notice of hearing electronically by email on 9-December-2025 (LL#1). The tenant confirmed receipt of the document on that date. In accordance with the *Residential Tenancies Act, 2018*, this is good service.
5. There was a written month-to-month sublet rental agreement which commenced on 1-July-2025. The tenant vacated the unit on 11-July-2025. Rent was \$600.000 per month, due on the 1st day of each month. A security deposit of \$450.00 was paid on 8-July-2025 and has been ordered to be refunded to the tenant (2025-0765-NL).
6. The application has been amended to omit having the security deposit applied against monies owed and to include hearing expenses.
7. Post hearing information was requested and allowed as the information requested was factual and pertained to events that happened after the tenancy ended.

### Issues before the Tribunal

8. The landlord is seeking:
  - Rent paid \$600.00
  - Hearing expenses \$20.00

### 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*. Also, relevant and considered in this decision is Section 6-3 of the *Residential Tenancies Policy: Mitigation*.

**Issue # 1: Rent paid \$600.00**

Landlord's and Tenant's Position's

10. The landlord testified that the tenant entered into a rental agreement with her to rent a room in her unit effective 1-July-2025 and she stated that the agreement was clear in that a 1-month notice was required to end the tenancy. The landlord submitted a copy of the rental agreement to support the claim (LL#2). The landlord testified that the tenant vacated the unit on 11-July and contravened the rental agreement by leaving without providing the 1-month notice as agreed upon. The landlord is seeking rent to be paid for the month of August in the amount of \$600.00 and she submitted a copy of the rental agreement to support the claim (LL#3).
11. The tenant disputed that she should be responsible for the payment of rent for the month of August as she was forced to vacate the unit early due to the behavior of the landlord and she also stated that she told the landlord up front that she may only be staying for 1 month.

**Analysis**

12. I do not accept the tenant's testimony that she entered into an agreement with the landlord to rent the unit for 1 month as she signed a rental agreement. I do accept the tenant's testimony that there were issues with the landlord from the beginning and she felt it best to vacate the unit. However, I find that the tenant did not follow the proper protocol to end the tenancy early with cause, which would have allowed her to vacate the unit within 5 days.
13. I find that the tenant contravened the rental agreement by leaving without proper notice and I asked the landlord post hearing to confirm when she was successful in re-renting the room and she responded that she wasn't successful in securing a suitable tenant until 1-November-2025. The landlord added that she had to reach out to the [REDACTED] for a referral to assist her in her search for a new tenant.
14. In accordance with Section 6-3 of the *Act, The Principle of Mitigation of Damages*: where a party seeks compensation for losses that result from a breach of contract, that party must take all reasonable steps to minimize, or "mitigate", those losses as soon they become aware of the breach. A party cannot be compensated for any losses that result from that party's failure to take steps to minimize the unreasonable accumulation of those losses. I accept that the landlord made every effort to mitigate her losses, and I find that the tenant is responsible for the payment of rent for the month of August in the amount of \$600.00.

**Decision**

15. The landlord's claim for rent paid succeeds in the amount of \$600.00.

**Issue # 2: Hearing Expenses \$20.00**

**Analysis**

16. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#4). In accordance with Section 12-1 of the *Residential Tenancies Policy Manual*, filing fees can be claimable costs. As the landlord's claim for losses has been successful, I find that the tenant is responsible for the hearing expenses.

**Decision**

17. The landlord's claim for hearing expenses succeeds in the amount of \$20.00.

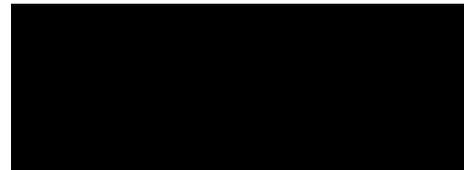
**Summary of Decision**

18. The tenant shall pay the landlord \$620.00 as follows:

Rent paid .....	\$600.00
Hearing expenses .....	20.00
Total .....	\$620.00

January 13, 2026

Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office