

Residential Tenancies Tribunal

Application 2025-1102-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 2:25 p.m. on 13-January-2026.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, attended via teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as “the tenants”, attended via teleconference.

Preliminary Matters

4. The landlord submitted two affidavits with their application stating that they had served the tenants with the notice of hearing electronically via e-mail on 27-December-2025 (LL#1,2). The landlord also submitted proof of sent emails on that day and proof that this email address was used for the communication with the tenants before (LL#3,4). The tenants confirmed that the email address used for service was the one they had provided to the landlord for communication. However, they stated that they believe they blocked the landlord after their most recent interactions and therefore did not receive the emails regarding the hearing. Though I accept the tenants’ statement that they did not receive the emails due to blocking the landlord, I find that the landlord fulfilled their obligation by serving the tenants by using the email address provided by the tenants for communication. Therefore, I find that in accordance with the Residential Tenancies Act, 2018 this is good service. I proceeded with the hearing.
5. There was a written fixed-term rental agreement which commenced on 15-October-2024 for one year and then transferred into month-to-month arrangement. The tenants vacated on 15-November-2025. Rent was \$2200.00 per month due on 1st and 15th of each month. According to the tenants, the landlord requested first and last month’s rent at the beginning of the tenancy, which they paid on 15-October-2024, and they stated that they never paid a security deposit. The landlord disputed this and asserted that the \$2200.00 payment was for the security deposit. Under the *Residential Tenancies Act*, a landlord cannot request rent for a future period (such as last month’s rent) at the start of the tenancy. Therefore, I accept that the \$2200.00 was paid toward the security deposit on 15-October-2024 and is still in the landlord’s possession.
6. The landlord amended their application by removing validity of a termination notice and vacant possession from their file.

7. The disposition of the Security Deposit shall be dealt in this decision.

Issues before the Tribunal

8. The landlord is seeking:

- Rent paid \$5050.00.

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, and following sections of the *Residential Tenancies Policy, 2-4*; Deposits, Payments and Fees and Section 12-1: Costs.

Issue # 1: Rent paid \$5050.00

Relevant submission:

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

♦ TOTAL RENT ARREARS OWING (as of Nov 16, 2025):

\$1,100 (Aug)

\$1,200 (Sept)

\$1,100 (Oct)

\$2,200 (Nov)

Landlord's Position:

12. The landlord is seeking payment of rent in full for the months of August, September, October, and November, in accordance with the rental ledger submitted as evidence. The landlord confirms that the tenants have not made the required payments for these months and requested that the outstanding rent be paid in full.

Tenants' Position:

13. The tenants acknowledge and agree with the amounts of rent paid for the months in question. However, they explained that they had a verbal agreement with the landlord regarding a rent adjustment due to damages caused by a leak, which affected some of their belongings, including crafts, art, and other sentimental items. The tenants stated that they addressed the plumbing issue and intend to resolve the issue with the roof, which was also leaking, as well as complete necessary cleaning. They noted that they have documented all issues related to the leak and submitted this information to the Tribunal on 5-November-2025. They clarified that they did not file a formal claim and submitted the documentation solely for the record of issues between themselves and the landlord. The tenants further stated that they vacated the unit on 15-November-2025 in accordance with the landlord's notice of termination. Based on the verbal agreement regarding rent adjustment due to the damages, the tenants dispute responsibility for full rent for the months in question, as they believe they are entitled to a discount for those months.

Analysis

14. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid under a rental agreement by a tenant during the use or occupancy of a residential premises.
15. While I acknowledge the tenants' statement, this Tribunal cannot accept evidence submitted solely for the record, as this Tribunal only considers evidence provided in the context of a formal application. Any information submitted prior to the application in question cannot be considered. This hearing is application-driven, and as the tenants failed to file the application and failed provide any evidence to the Tribunal and to the other party at least three days prior to the hearing, this decision will be based on the testimonies and evidence presented according to the requirements.
16. I accept that the tenants agreed to the amounts of rent paid provided by the landlord for the months in question, and therefore I find that they shall be responsible for full rent for those months. Regarding November's rent, I accept the landlord's and tenants' statements that the landlord issued a termination notice due to non-payment of rent, and that the tenants vacated the unit on the date stated in the termination notice. Therefore, I find the tenants to be responsible for rent for the period of time when they were entitled to use or occupy the rental unit. The rental ledger is amended to reflect a daily rate for November-2025. Therefore, I find that the tenants shall be responsible for rent up to 15-November in the amount of \$4084.80. This amount is calculated as follows:

Amended Rental Ledger 2025-1102-NL			
Date	Action	Amount	Total
July 1, 2025	balance		\$0.00
August 1, 2025	Rent due	\$2,200.00	\$2,200.00
August, 2025	Payment	-\$1,100.00	\$1,100.00
September 1, 2025	Rent due	\$2,200.00	\$3,100.00
September, 2025	Payment	-\$1,200.00	\$1,900.00
October 1, 2025	Rent due	\$2,200.00	\$4,100.00
October, 2025	Payment	-\$1,100.00	\$3,000.00
November 1-15, 2025	Rent due	\$1,084.80	\$4,084.80

Daily rate: $\$2200 \times 12 \text{ mths} = \26400.00
 $\$26400 / 365 \text{ days} = \72.32 per day
 $\$72.32 \times 15 \text{ days} = \1084.80

Decision

17. The landlord's claim for rent succeeds in the amount of \$4084.80.

Issue # 2: Security deposit to be applied against any monies owed \$2200.00

Analysis

18. Section 14 of the *Residential Tenancies Act, 2018* states:

Security deposit

14. (1) A landlord shall not demand from a tenant a security deposit that is

(a) more than the amount of rent payable for the first 2 weeks where the residential premises is rented from week to week;

(b) more than 3/4 of the amount of rent payable for the first month where the residential premises is rented from month to month; or

(c) more than 3/4 of the amount of rent that would be payable for the first month if rent was divided into a monthly payment where the residential premises is rented for a fixed term.

(2) Where a landlord receives from a tenant money or other value that is more than the amount of rent payable in respect of the residential premises, the money or value shall be considered to be a security deposit.

(3) Where a landlord receives a security deposit that is more than the amount permitted under subsection (1), the tenant may deduct the overpayment from rent or may recover the overpayment together with interest on the amount of the overpayment at the rate prescribed in the regulations.

.....

(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).

19. The landlord's claim for losses has been successful as per paragraph 17 and as such, the security deposit shall be applied against monies owed. The landlord collected a \$2200.00 security deposit when only $\frac{3}{4}$ of one month's rent was legally permitted as per Section 14 of the *Act*, as stated above, resulting in a \$550.00 overpayment, that will be considered as rent payment.

20. 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 2024-2025 was 1%, the annual interest in 2026 is 0%.

Decision

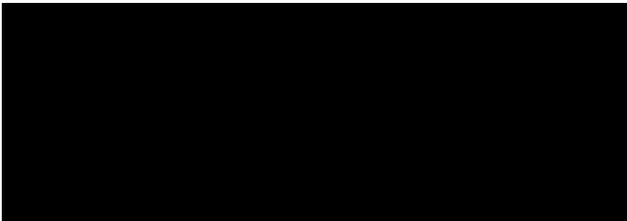
21. Security deposit plus interest of \$1670.02 to be applied against monies owed.

Summary of Decision

22. The tenants shall pay the landlord \$1858.11 as follows:

Rent.....	\$4084.80
Less than Security Deposit.....	\$1676.69
Less Rent	\$550.00
Total	\$1858.11

January 21, 2026
Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office

