

## Residential Tenancies Tribunal

Application 2025-1115-NL  
Counter application 2025-1120-NL

Oksana Tkachuk  
Adjudicator

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### Introduction

1. Hearing was called at 9:01 a.m. on 12-January-2026.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, attended by teleconference.
3. The respondent and a counter applicant, [REDACTED], hereinafter referred to as “the tenant”, attended via teleconference.

### Preliminary Matters

4. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing electronically via email on 5-December-2025 (LL#1). The tenant acknowledged receiving the notice of the hearing on that date. In accordance with the *Residential Tenancies Act, 2018* this is a good service.
5. The tenant stated that they had served the landlord with the notice of hearing electronically on 8-January-2026. The landlord acknowledged receiving the notice of the hearing on that date and waived the service. In accordance with the *Residential Tenancies Act, 2018* I proceeded with the hearing of both applications.
6. There was a verbal fixed-term rental agreement for one year, scheduled to commence on 1-December-2025. The tenant never moved into the unit. Rent was \$1450.00 per month due on 1<sup>st</sup> of each month. A security deposit of \$1087.50 was collected on 13-November-2025 and is still in the landlord's possession.
7. The landlords amended their application to include hearing expenses of \$20.00.

### Issues before the Tribunal

8. The landlord is seeking:
  - Validity of a termination notice;
  - Rent paid \$1450.00;
  - Hearing expenses \$20.00;
  - Security Deposit to be applied against any monies owed \$1087.50.

9. The tenant is seeking:
- Refund of Security Deposit of \$1087.50.

## **Legislation and Policy**

10. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
11. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 3: Application of Act, Section 14: Security Deposit, Section 34: Requirements for notices, and following sections of the *Residential Tenancies Policy*, Section 6-3: Mitigation on Abandonment of Residential Premises and Section 12-1: Costs.

## **Issue # 1: Validity of a termination notice.**

### Landlord's Position:

12. The landlord stated that a fixed-term rental agreement for a 12-month period was finalized. The tenant viewed the property, received the lease, and paid the security deposit on 13-November. On 20-November, the tenant informed the landlord that she would not proceed with the agreement. The landlord asserts that this notice is not valid because the agreement was already in place. The landlord submitted screenshots of the conversation with the tenant to support their claim (LL#2).

### Tenant's Position:

13. The tenant did not dispute that she informed the landlord on 20-November of her decision not to move in but maintains that the decision was based on property restrictions discovered after reviewing the lease and visiting the unit including limitations on outdoor toys, BBQ and smoking outside the property.

## **Analysis**

14. Section 34 of the Act states:

### **Requirements for notices**

**34.** A notice under this Act shall

- (a) be in writing in the form prescribed by the minister;
- (b) contain the name and address of the recipient;
- (c) identify the residential premises for which the notice is given; and
- (d) state the section of this Act under which the notice is given.

15. I accept the landlord's and the tenant's statements that the tenant viewed the unit, received the rental agreement on 13-November, and paid the security deposit on the same date; on 20-November-2025, the tenant informed the landlord that they will not proceed with the rental agreement. I find that it was the tenant's responsibility to ensure that the unit and the terms of the agreement were suitable before accepting the rental agreement electronically and paying the security deposit..

16. Pursuant to Section 3(b) of the *Act*, a tenancy agreement is established when a landlord grants a tenant the right to occupy residential premises in consideration of the payment of, or the promise to pay, rent. By receiving the rental agreement and paying the security deposit, the essential elements of a tenancy agreement were satisfied, thereby creating a landlord-tenant relationship under the *Act*. The notice provided by the tenant is not in a form prescribed by the minister, does not contain name and address of the landlord, does not identify the residential premises in question and does not state the section of the *Act* under which the notice is given. Therefore, I find that the tenant's notice to not proceed with the rental agreement does not meet the requirements of Section 34 of the *Residential Tenancies Act*.

### **Decision**

17. The termination notice issued by the tenant is invalid.

### **Issue #2: Rent paid \$1450.00**

#### Landlord's Position:

18. The landlord is seeking rent for the month of December. According to the landlord, because of late termination notice, the landlord was unable to secure a new tenant for December and is seeking compensation for that month. The landlord submitted evidence to show that efforts were made to secure a new tenant (LL#3). The landlord further stated that despite efforts, she was unsuccessful in finding a new tenant for January as well. The rental unit is now listed for sale on the market. Therefore, the landlord believes the tenant is responsible for rent for the month of December.

#### Tenant's Position:

19. The tenant disputed the landlord's claim.

### **Analysis**

20. 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.

21. According to Section 6-3 of the *Residential Tenancies Policy*, a landlord has a legal duty to take all reasonable steps to mitigate their damages, such as lost rental income, after a tenant abandons the residential premises. In this case, the landlord was able to demonstrate that efforts were made to secure a new tenant. I accept that despite these efforts, the unit was not re-rented during December. Therefore, as outlined in paragraph 16 of this decision, where it was found that the tenant provided an invalid termination notice, I find that the tenant is responsible to pay rent for the month of December.

22. The tenant is responsible for rent for the month of December of \$1450.00.

### **Decision**

23. The landlord's claim for rent succeeds in the amount of \$1450.00.

### **Issue #3: Hearing expenses \$20.00.**

#### Relevant Submission

24. The landlord paid \$20.00 for the application fee and is seeking reimbursement. The landlord submitted a copy of the receipt to support the claim (LL#4).

### **Analysis**

25. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual: Costs*, as the landlord's claim was successful as per paragraphs 17 and 23, the landlord will be awarded with \$20.00.

### **Decision**

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

### **Issue # 5: Security deposit to be applied against any monies owed \$1087.50 Refund of Security Deposit \$1087.50**

### **Analysis**

27. 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).
28. As the landlord's claim for losses has been successful as per paragraphs 17, 23, and 26 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%, the annual interest is 0%.

### **Decision**

29. Security deposit plus interest of \$1088.96 to be applied against monies owed.

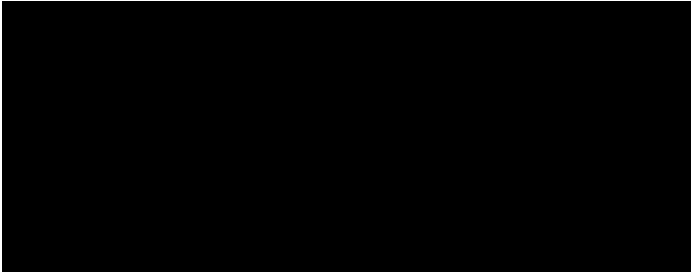
**Summary of Decision**

30. The termination notice issued by the tenant is invalid.

31. The tenant shall pay the landlord \$381.04 as follows:

Rent.....	\$1450.00
Hearing expenses.....	\$20.00
Less Security Deposit+interest ....	\$1088.96
Total .....	\$381.04

January 13, 2026  
Date



Oksana Tkachuk, Adjudicator  
Residential Tenancies Office