

Residential Tenancies Tribunal

Application 2026-0067-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 1:48 p.m. on 9-February-2026.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, represented by [REDACTED] as per authorized representative form (LL#1), 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 their application stating that they had served the tenant with the notice of hearing electronically via e-mail on 26-January-2026 (LL#2). The tenant 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.
5. There was a written fixed-term rental agreement which commenced on 1-October-2024 for one year. The tenant vacated on 31-December-2024. Rent was \$550.00 per month due on 1st of each month. A security deposit of \$412.50 was collected on 28-September-2024 and is still in the landlord’s possession.

Issues before the Tribunal

6. The landlord is seeking:
 - Rent paid \$1325.00;
 - Late fees \$75.00;
 - Utilities paid \$524.63;
 - Security deposit to be applied against any monies owed \$412.50.

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*.

8. 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*, Section 2-4; Deposits, Payments and Fees and Section 12-1: Costs.

**Issue # 1: Rent paid \$1325.00
Late fees \$75.00**

Landlord's Position:

9. The landlord is seeking payment of rent for January and February, as well as 15 days of March-2025 and late fees. The landlord's representative testified that, in early December-2024, the tenant verbally informed them of their intention to vacate the rental unit by the end of December. The landlord's representative testified that this communication did not constitute a formal termination notice under the *Act*, as the tenancy was subject to a fixed-term rental agreement, and as a result, they believe that the tenant remained responsible for rent until such time when they found a new tenant.
10. The landlord's representative testified that they made efforts to re-rent the unit on different platforms but were unable to secure a new tenant until 15-March-2025. The landlord therefore claims rent owing up to 15-March-2025, when the new tenancy commenced. The landlord submitted a copy of a rental ledger to support their claim (LL#3)
11. The landlord is seeking rent and late fees to be paid in full.

Tenant's Position:

12. The tenant disputed the landlord's claim for rent beyond January. The tenant testified that they verbally informed the landlord on 1-December of their intention to vacate the unit by the end of December, explaining that they believed they properly notified the landlord. The tenant stated that they acknowledged responsibility for rent for January and indicated that they were willing to have their security deposit applied toward January rent.
13. However, the tenant disputed responsibility for rent for February and March. The tenant testified that they took reasonable steps to find a replacement tenant to sublet the rental unit. The tenant stated that, despite these efforts, they were unsuccessful in securing a new tenant.

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 both the landlord's representative and the tenant's testimony that the tenant verbally informed the landlord in early December of their intention to vacate the rental unit by the end of December-2024. I find that this verbal communication does not constitute a valid termination notice under section 34 of the *Act*, as stated above. The termination notice was not in writing and as such no section of the *Act* was included to terminate fixed-term rental agreement early. Therefore I find that the verbal termination notice given by the tenant early December is not valid. However, I accept that the landlord was nonetheless aware, as of early December, that the tenant intended to vacate by the end of the month.
16. The landlord is seeking payment of the outstanding rent for January, February, and 15 days of March, as well as late fees in the amount of \$75.00. I accept the statement of both parties that the rent for the months in question was not paid by the tenant. I also accept the tenant's statement that they are willing to use the Security Deposit towards January rent.
17. 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.
18. *Residential Tenancies Policy 2-4; Deposits, Payments and Fees* states:

Late payment fee:

When rent is not paid on time, a landlord may charge a late fee of \$5.00 for the first day rent is in arrears and \$2.00 for each additional day that the rent remains in arrears in any consecutive number of rental periods up to a maximum of \$75.00.

19. Upon asking the landlord's representative regarding the steps taken to locate a new tenant following the tenant's departure, they stated that the room had been advertised. Under *Policy 6-3: Mitigation on Abandonment*, landlords are required to take reasonable steps to mitigate losses when a tenant vacates or abandons the premises, including taking active measures to re-rent the unit and providing evidence of those efforts (e.g., advertisements, listings, or other documentation). In this case the burden rests with the landlord to establish both the loss claimed and that reasonable mitigation efforts were undertaken. Although the landlord's representative testified that a new tenant was secured effective 15-March under a fixed-term rental agreement, they failed to provide the proof demonstrating that the unit was actively advertised. In the absence of evidence of reasonable mitigation efforts in accordance with Policy 6-3, I find that the tenant is responsible for rent for the month of January.
20. Therefore, with regards of late fees, the applicable late fees are calculated in accordance with *Residential Tenancies Policy 2-4: Deposits, Payments and Fees*, as stated above. Based on the rent having been due on 1-January-2025 and remaining unpaid throughout the month, the late fees for January are calculated as follows: January 2 at \$5.00, and January 3 to January 31 (29 days) at \$2.00 per day, totaling \$63.00. Accordingly, the landlord's claim for rent and late fees succeeds in the amount of \$550.00 for rent and \$63.00 for late fees.

Decision

21. The landlord's claim for rent and late fees succeeds in the amount of \$613.00.

Issue # 2: Utilities Paid \$524.63

Relevant submission:

22. The landlord submitted a copy of utilities ledger to support their claim, see copy below:

1	1/6 of NL Power Bill Dec20-Jan21	184.38
2	1/6 of Rogers Bill Jan01-31	14.37
3	1/6 of NL Power Bill Jan21-Feb21	213.44
4	1/6 of Rogers Bill Feb01-28	14.37
5	1/6 of NL Power Bill for 21 days (Feb21-Mar24 reading)	90.88
6	1/6 of Rogers Bill Mar01-15 (half month)	7.19

Landlord's Position

23. The landlord is seeking compensation for utility costs for the months of January and February, and for two weeks of March. The landlord testified that, pursuant to the rental agreement, the tenant was responsible for one-fourth of the electricity costs and one-sixth of the internet costs.

Tenant's Position:

24. The tenant disputed responsibility for the claimed utility charges. The tenant testified that they were not using the rental unit or any utilities during January, February, or March and therefore should not be responsible for any utility costs incurred during that period.

Analysis

25. I accept the landlord's testimony that there were four tenants residing in the unit and that each was responsible for 25% of the electricity costs, as the tenant did not dispute this statement. I also accept that, under the rental agreement, the tenant was responsible for one-sixth of the internet charges. Based on the ledger submitted, I find that the landlord made an error by attributing one-six of the electricity costs to the tenant; the landlord's representative clarified during the hearing that the tenant's responsibility was 25%. I therefore accept that the tenant's share of utilities consisted of 25% of the electricity costs and one-sixth of the internet costs. I further accept that these utility amounts were not paid after the tenant vacated the unit.

26. According to the paragraph 19 of this Decision, I have found that the tenant remains responsible for rent for the month of January. Therefore, I find that the tenant remains responsible for utility and internet costs attributable to that same period.

27. I accept the amounts outlined in the landlord's utility ledger reflecting the tenant's share of electricity and internet costs for the month of January. Based on this evidence, I find that the landlord's claim for utilities succeeds in the amount of \$198.75.

25. Based on this evidence, I find that the landlord's claim for utilities succeeds in the amount of \$198.75.

Decision

26. The landlord's claim for utilities paid succeeds in the amount of \$198.75.

Issue # 3: Security deposit to be applied against any monies owed \$412.50

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. The landlord's claim for losses has been successful as per paragraphs 21 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 2024-2025 was 1%, the annual interest in 2026 is 0%.

Decision

29. Security deposit plus interest of \$417.70 to be applied against monies owed.

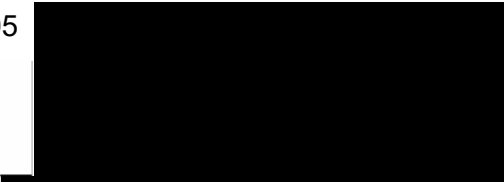
Summary of Decision

30. The tenant shall pay the landlord \$394.05 as follows:

Rent and late fees.....	\$613.00
Utilities	\$198.75
Less than Security Deposit.....	\$417.70
Total	\$394.05

February 20, 2026

Date


Oksana Tkachuk, Adjudicator
Residential Tenancies Office