

## Residential Tenancies Tribunal

Application 2026-0085-NL and 2026-0171-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 16-February-2026 at 9:06 am.
2. The applicants of the initial claim, [REDACTED] and [REDACTED] hereinafter referred to as the tenants, were represented by the former, who attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the landlord, was represented at the hearing by [REDACTED], who also attended via teleconference.

### Procedural History

4. The landlord acknowledged they were properly served. The tenants waived their right to service.

### Issues before the Tribunal

5. Should the landlords' claim for unpaid rent succeed?
6. What is the proper disposition of the security deposit?

### 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 (the *Act*).

### Issue 1: Unpaid Rent

#### Landlords' Position

8. The landlords claim unpaid rent in the amount of \$2200.00 for two months, as they say the tenants left the verbal fixed term rental agreement without giving proper notice, and they have been unable to mitigate their losses by finding a new tenant.

Tenant's Position

- 9. The tenants assert they provided proper notice and deny the landlord's claim. They also deny agreeing to a fixed term agreement, saying the lease was month-to-month.

Analysis

- 10. The parties agree the tenants first notified the landlord that they would be vacating the premises via text message on 23-November-2026 (T#1 page 11). They then vacated on 27-November-2025. S. 18(1) of the Act states that when a, a tenant must provide a notice not less than one month before the end of a rental period in the event of a month-to-month and not less than 2 months before the end of the term where the premises is rented for a fixed term. In this case, the tenants provided notice only 7 days before the end of the rental period. They therefore provided insufficient notice, and the landlord may recover rent in lieu of proper notice.
- 11. The landlord testified that the verbal agreement was for a fixed term for one year and the tenant testified that it was not. Considering the evidence in its totality, I prefer the tenant's version of events. It was simple and straightforward with no inconsistencies, whereas the landlord's evidence was speckled with inconsistencies that were each minor individually but, in their totality, lead me to some doubt in his recollection of events. I therefore find that the verbal agreement was a month-to-month.
- 12. The landlord testified that they have been unable to place a new tenant in the premises and nothing contradicts their testimony. They are therefore entitled to recover from the tenants the amount they would have received had the tenants provided proper notice, which in this case is one month's rent or \$1100.00.

Decision

- 13. The landlord's claim for unpaid rent succeeds in the amount of \$1100.00.

**Issue 2: Security Deposit**

- 14. As the landlord is owed moneys, they may apply the security deposit against the sum owed. In the present case the security deposit was \$800.00 which was paid on 1-October-2025.
- 15. S. 14(7) of the Act states that a landlord shall credit interest to the tenant on the full amount or value of the security deposit, at the rate prescribed by the regulations, during the time the security deposit is held by the landlord. The regulations prescribe an interest rate of 0% for the year 2026 and an interest rate of 1% annual for the year 2025. Calculated to the date of the hearing, this results in interest totaling \$2.02.

**Summary of Decision**

- 16. The tenants shall pay to the landlord \$297.98 as follows:

Unpaid Rent..... \$1100.00

Less Security Deposit..... -(\$802.02)

Total..... \$297.98

6-March-2026  
Date



Seren Cahill  
Residential Tenancies Office