

Residential Tenancies Tribunal

Application 2026-0160-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:17 a.m. on 10-March-2026.
2. The applicant, [REDACTED] hereinafter referred to as “the tenant”, attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the landlord” attended via teleconference.

Preliminary Matters

4. The tenant submitted an affidavit with their application stating that they had served the landlord with the notice of hearing electronically via e-mail on 22-February-2026 (TT#1). The tenant submitted proof that this email was provided by the landlord and the proof of sent email on that date (TT#2,3). The landlord stated that they have not received the notice, explaining that they do not have access to that email address through their phone. As the tenant demonstrated that the email used for service was the address provided by the landlord, I accept this as good service in accordance with the *Residential Tenancies Act, 2018*. I therefore proceeded with the hearing.
5. The landlord stated that there was a verbal arrangement between the parties whereby the tenant contributed to living costs while residing in the guest room, being her “guest”; however, no written rental agreement was signed. The tenant stated that they paid rent on the 1st of each month and that a security deposit had been collected, explaining that this arrangement constituted a verbal month-to-month rental agreement for a room, with shared use of the kitchen, living area, and bathroom with another tenant and the landlord. Based on the testimony of the parties, I find that there was a verbal month-to-month rental agreement between the landlord and the tenant that commenced on 15-August-2025. The tenant was locked out on 1-February-2026. Rent was \$800.00 per month, due on the 1st of each month. A security deposit of \$400.00 was collected on 6-July-2025 and remains in the landlord’s possession.

Issues before the Tribunal

6. The tenant is seeking:
 - Compensation paid for inconvenience \$200.00;
 - Security Deposit refunded \$400.00.

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.

Issue # 1: Compensation paid for the inconvenience \$200.00

Tenant's Position:

9. The tenant is seeking compensation in the amount of \$200.00 for inconvenience. The tenant stated that on 1-February-2026, the landlord changed the passcode on the lock of the rental unit, which prevented her from accessing the premises following a disagreement and misunderstanding between the parties. The tenant explained that her belongings remained inside the unit at the time the landlord locked her out.
10. The tenant testified that, as a result of being locked out, she stayed with friends for approximately one month. She stated that she contributed \$200.00 toward living expenses while staying with them, explaining that although she assisted with dog sitting for part of February, she still contributed \$200.00 for the remainder of the month. The tenant submitted that being denied access to the unit caused her inconvenience and therefore she is seeking compensation.

Landlord's Position

11. The landlord disputed the tenant's claim for compensation. The landlord testified that toward the end of January, the tenant requested a rent reduction due to plumbing issues. When the landlord denied that request, the tenant advised that she intended to withhold the February rent because of those plumbing concerns. The landlord stated that she informed the tenant that a discount could not be provided. According to the landlord, the tenant then stated that she had already arranged alternative accommodation for the month of February. The landlord further testified that the tenant also requested the return of the security deposit at that time.
12. The landlord further explained that the tenant did not provide proper written notice of termination within the required time frame. However, based on the tenant's statements that she would not be paying rent for February and had secured other accommodation, the landlord interpreted this communication as the tenant's intention to terminate the tenancy. The landlord does not dispute changing the lock at that time. The landlord testified that on 1-February-2026, around midnight, the tenant and her friends were knocking on the door, which caused the landlord to feel unsafe. The landlord also stated that, according to their agreement, all guests invited to the property were to be approved by the landlord in advance. The landlord further stated that she instructed the tenant to contact her during daytime hours to arrange access to retrieve her belongings with a witness present. The

landlord therefore disputed responsibility for the tenant's expenses related to alternative accommodation.

Analysis

13. During the hearing, I asked the tenant to clarify when and how she informed the landlord of her intention to vacate the rental unit. The tenant stated that near the end of January, she requested a rent reduction due to plumbing issues. When the landlord denied this request, the tenant told the landlord she would be withholding the February rent. She also stated that she would vacate the property by the end of February and did not dispute the landlord's testimony that she advised him she had secured alternative accommodation effective 1-February-2026.
14. Based on the tenant's statements that she would not be paying rent for February and that she had secured another residence starting 1-February—I find that the landlord reasonably understood these communications as the tenant's intention to terminate the tenancy. The landlord subsequently changed the locks on 1-February-2026. After this, the parties arranged a mutually agreed time for the tenant to collect her belongings.
15. The tenant seeks \$200.00 for inconvenience, claiming she stayed with friends during February and contributed to their household expenses. However, she did not provide documentation to verify the amount claimed or establish that the landlord is responsible for these expenses. Given that the tenant had already advised the landlord that she would not be paying February rent and had secured new accommodations effective 1-February, I find that the tenant has not demonstrated that the landlord is responsible for any additional costs she incurred. As the burden of proof has not been met, the claim for \$200.00 in compensation for inconvenience is denied.

Decision

16. The tenant's claim for compensation paid for inconvenience does not succeed.

Issue # 2: Refund of Security deposit \$400.00.

Analysis

17. 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).

18. Pursuant to section 14(11) of the *Act*, the landlord did not file a counterclaim within 10 days of receiving notice of the tenant's application and has not returned the security deposit. Therefore, the security deposit must be refunded to the tenant. Under the *Residential Tenancies Act, 2018*, a 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 in 2026 is 0%.

Decision

19. Security deposit plus interest of \$401.96 to be refunded.

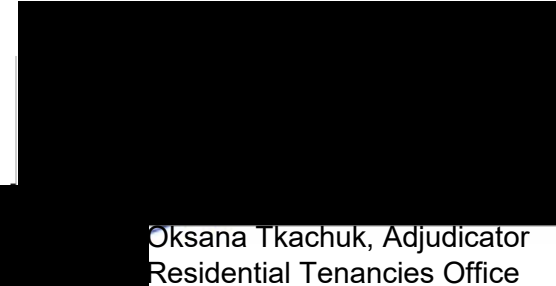
Summary of Decision

20. The tenant's claim for compensation paid for inconvenience does not succeed.

21. The landlord shall refund the Security Deposit plus interest of \$401.96 to the tenant.

March 13, 2026

Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office