

## Residential Tenancies Tribunal

Application 2026-0197-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 1:59 p.m. on 5-May-2026.
2. The applicant, [REDACTED] hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” did not attend.

### Preliminary Matters

4. The tenant was not present or represented at the hearing and I was unable to reach him by telephone at the start of the hearing. This Tribunal’s policies concerning notice requirements and hearing attendance have been adopted from the *Rules of the Supreme Court, 1986*. According to Rule 29.05(2)(a) respondents to an application must be served with the claim and notice of hearing 10 clear days prior to the hearing date and, where the respondent fails to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondent’s absence so long as he has been properly served.
5. The landlord submitted an affidavit with her application stating that she had served the tenant with the notice of hearing electronically by email to: [REDACTED] on 13-April-2026 (LL#1). The landlord submitted proof of service (LL#2). In accordance with the *Residential Tenancies Act, 2018* this is good service. As the tenant was properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in his absence.
6. There was a fixed-term rental agreement which commenced on 1 December 2025. The tenant vacated the unit on 24 February 2026. Rent was \$1300.00 per month, due on the 1<sup>st</sup> day of each month. A security deposit of \$975.00 was paid on 13 November 2025 and is in the landlord’s possession.
7. The landlord amended the application to omit vacant possession and to include hearing expenses.

## Issues before the Tribunal

8. The landlord is seeking:
  - Rent paid \$2600.00
  - Hearing expenses \$20.00
  - Security deposit applied against monies owed \$975.00

## 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*. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 14: Security deposit. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Policy Manual*: Section 12-1: Recovery of costs.

## Issue # 1: Rent Paid \$2600.00

### Landlord's Position

10. The landlord testified that the tenant abandoned the unit on 24 February 2026 without paying rent for that month and she stated that she is also seeking the loss of rental income for the month of March in the amount of \$1300.00. The landlord is seeking rent to be paid in the amount of \$2600.00.

## Analysis

11. The landlord submitted a copy of a termination notice with cause under Section 19 of the *Act* for non-payment of rent dated for the 10 February to vacate the unit by the 21 February. I asked the landlord why she stated that the unit was abandoned when she clearly gave an eviction notice for the tenant to leave and she responded that the tenant left all the furniture and dishes that she gave him through the help of a friend which she stated had to be disposed of. The landlord stated that she was required to store the tenant's personal belongings for 30 days and I asked the landlord if the tenant had taken the personal belongings that he brought into the unit with him and she responded that he had. I find that the tenant left behind the items that were provided to him by the landlord with the help of a friend and I find that the tenant did not leave any of his personal belongings behind. I asked the landlord if she made every effort to mitigate her losses and re-rent the unit for March and she responded that she did not as she did not plan to rent the unit any longer and she stated that she had plans to sell the house.
12. I do not accept that the tenant abandoned the unit, I find that the tenant vacated the unit as requested by the landlord and left the furniture and dishes that were given to him by the landlord with the help of a friend and as such, I find that the tenant shall be responsible for rent for the month of February in the amount of \$1300.00. As for the loss of rental income for the month of March, I find that as the landlord had no intentions of renting the unit for that month and listed the house for sale, then there was no loss of rental income.
13. I find that the tenant is responsible for outstanding rent for the full month of February.

## Decision

14. The landlord's claim for rent paid succeeds in the amount of \$1300.00.

## Issue # 2: Hearing Expenses \$20.00

### Analysis

15. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#3). In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, claimable costs may include the filing fee. As the landlord's claim for losses has been successful, I find that the tenant is responsible for the hearing expenses.

### Decision

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

## Issue # 3: Security deposit applied against monies owed \$975.00.

### 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. The landlord's claim for losses has been successful as per paragraphs 14 and 16 above, and as such I find that the landlord's claim to have the security deposit applied against monies owed succeeds. 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 annual interest rate for 2025 was 1% and is currently 0% for 2026.

### Decision

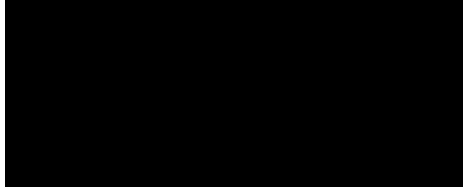
19. The landlord's claim to have the security deposit applied against monies owed succeeds.

**Summary of Decision**

20. The tenant shall pay the landlord \$343.69 as follows:

Rent paid .....	\$1300.00
Hearing expenses .....	20.00
Less: security deposit & interest .....	976.31
Total .....	\$343.69

May 7, 2026  
Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office