

## Residential Tenancies Tribunal

Application 2026-0202-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 8-April-2026 at 1:45 pm.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, also attended via teleconference.

### Preliminary Issues

4. The respondent acknowledged they were properly served.

### Issues before the Tribunal

5. Should the landlord's claim for rent in lieu of notice 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

#### Landlord's Position

8. The landlord claims for unpaid rent in the amount of the security deposit for the time period of 1-February-2026 to 15-February-2026. She says the tenant vacated on 31-January-2025 without providing proper notice and she was unable to mitigate her losses by finding another tenant before 15-February-2026.

#### Tenant's Position

9. The tenant submits that the landlord, by her actions, consented to agree to end the tenancy on 31-January-2026. She says that the fact that the landlord had a new tenant on 21-January-2026 disproves her claim that she was unable to mitigate, and that any gap in rental income between 31-January-2026 and 15-February-2026 was the result of the landlord's voluntary decision to accommodate the new tenant's preferred start date.

### Analysis

10. The tenant notified the landlord that they would be moving out via text message on 12-January-2026. S. 18(1)(b) of the *Act* states that a tenant shall provide a landlord notice of termination not less than one month before the end of a rental period in a month-to-month tenancy like this one. 19 days is less than one month, so the tenant's notice of termination was inadequate.
11. S. 18(5) of the *Act* states that notwithstanding subsections (1) to (3), a notice of termination is not required to be given where a landlord and a tenant agree in writing to terminate the rental agreement on a specific date. Having reviewed the text conversations (Tenant's exhibits B and C, LL#1) between the landlord and tenant, this tribunal finds there was no written agreement to terminate the rental agreement on 31-January-2026.
12. The landlord clearly expressed to the tenant that she requires one full month's notice as an immediate response to the tenant's notice. The tenant then unequivocally responds that she will be moving out on 31-January-2026 and no later. The landlord's failure to argue this does not negate her earlier refusal; she would need to offer some affirmative statement or expressive conduct to confirm she had changed her mind and was accepting the notice. Silence is not revocation. The tenant objects to the fact that the landlord did not mention the responsibility for February's rent until two weeks into February, but this tribunal finds this appropriate. Asking for the rent before February could be seen as implying the landlord had no interest in mitigating their loss. After all, if they subsequently managed to place a new tenant, the tenant would no longer be responsible for the rent.
13. This tribunal does not agree that the landlord agreed to terminate the agreement early by her words or conduct, nor do we find that the landlord misled the tenant into believing they had an agreement.
14. The tenant's testimony supports the proposition that the landlord immediately began looking to mitigate the loss. She says the landlord notified her that she would be taking pictures and arranging viewings that very day.
15. The tenant's exhibit F shows emails between the landlord and the new tenant. In an email dated 20-January-2026 the landlord explicitly tells the tenant she would like them to move in on 1-February-2026 if possible. The new tenant responds that moving in 1-February-2026 would be financially difficult for them, and they counter-offer for 15-February-2026. The landlord then accepts.
16. It is true that the landlord did not have to accept the new tenant's counteroffer of moving in 15-February-2026. There was clearly other interest in the premises, so they could

have pressed the new tenant to commit to 1-February-2026 or continue searching for another new tenant who would. This sort of hardline negotiation tactic may have resulted in the vacancy being filled earlier. It also may have resulted in a failure to find a new tenant before the end of February 2026, which would result in a claim against the tenant for the full month's rent. If that was the case, this tribunal might reasonably say that the landlord's failure to accept an offer for 15-February-2026 disqualified them for claiming rent past that date.

- 17. This tribunal will not penalize a landlord for taking a "sure thing" partial remedy rather than pushing for a perfect solution. Moreover, the onus is on the claimant to establish that the landlord could have mitigated their loss on a balance of probabilities, and in this case they have not done so. The landlord's claim for rent for 1-February-2026 to 14-February-2026 succeeds (15-February-2026 is excluded as this was the new tenant's move-in date).
- 18. A daily rate must be calculated. The correct formula for determining a daily rate is multiplying the monthly rent by the 12 months and dividing by 365 days. In this case the daily rate is  $\$1500.00/\text{month}(12 \text{ months}/365 \text{ days}) \approx \$49.32/\text{day}$ . The total rent owing is therefore \$690.41.

Decision

- 19. The landlord's claim for unpaid rent succeeds in the amount of \$690.41.

**Issue 2: Security Deposit**

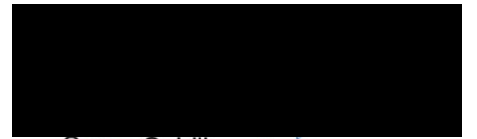
- 20. The landlord is owed moneys and may therefore apply the sum owed against the security deposit. In this case the security deposit is \$750.00 paid on or about 30-September-2024.
- 21. S. 14(7) of the *Act* states that a landlord shall credit interest to the tenant on the full amount or value of 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 1% annual for the years 2024 and 2025 and 0% for the year 2026. Calculated to the date of the hearing, the interest totals \$9.41.

**Summary of Decision**

- 22. The landlord may apply the unpaid rent against the security deposit, leaving a balance of \$69.00 as follows:

Security Deposit.....	\$759.41
Less Unpaid Rent.....	-\$690.41)
Total.....	\$69.00

10-April-2026  
Date



Seren Cahill  
Residential Tenancies Office