

## Residential Tenancies Tribunal

Application 2026-0222-NL

Pamela Pennell  
Adjudicator

---

### Introduction

1. Hearing was called at 9:16 a.m. on 30-March-2026.
2. The applicant, [REDACTED], aka [REDACTED] represented by [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 their application stating that they had the tenant served with the notice of hearing electronically by email to: [REDACTED] on 13-March-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 16-January-2025 which converted to a month-to-month tenancy in January 2026. The tenant vacated the unit on 25-February-2026. Rent was \$2500.00 per month, due on the 1<sup>st</sup> day of each month. A security deposit of \$1875.00 was paid in January 2025 and is in the landlord’s possession.
7. The landlord’s representative omitted vacant possession from the application.

## Issues before the Tribunal

8. The landlord is seeking:
- Rent paid \$9635.00
  - Security deposit applied against monies owed \$1875.00

## 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*.
10. 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 \$9635.00

### Landlord's Position

11. The landlord's representative testified that the tenant vacated the unit on 25-February with rent outstanding since November 2025 and he stated that the landlord is seeking rent to be paid in full up to the end of February in the amount of \$9635.00. The landlord submitted a copy of a rental ledger to support the claim (LL#3). See copy of rental ledger below:

Date	Transaction Description	Amount Due	Amount Paid	Balance
Examples showing ledger entry				
1-11-25	November Rent	\$2,500.00	\$365.00	\$2,135.00
1-12-25	December Rent	\$2,500.00	0.00	\$2,500.00
1-1-26	January Rent	\$2,500.00	0.00	\$2,500.00
1-2-26	February Rent	\$2,500.00	0.00	\$2,500.00

## Analysis

12. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid by a tenant(s) during the use or occupancy of residential premises. I accept that the tenant vacated the unit when asked to do so before the end of the month due to nonpayment of rent and I also accept that the landlord incurred a loss of rental income for the full month of February as he was unable to re-rent the unit on 26-February. Landlords should not incur any financial loss due to the actions of tenants, and as such, I find that the tenant is responsible for rent to be paid in full up to the end of February in the amount of \$9635.00.

## Decision

13. The landlord's claim for rent paid succeeds in the amount of \$9635.00

## Issue # 2: Security deposit applied against monies owed \$1875.00.

## Analysis

14. 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).*
15. The landlord’s claim for losses has been successful as per paragraph 12 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. **Note:** as the date of payment is unclear, this tribunal shall consider 16-January-2025 as the payment date.

**Decision**

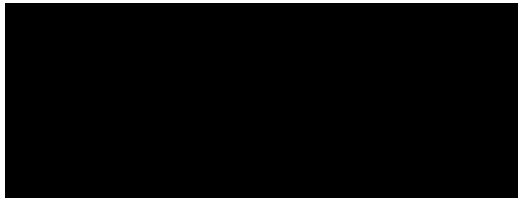
16. The landlord’s claim to have the security deposit applied against monies owed succeeds.

**Summary of Decision**

17. The tenant shall pay the landlord \$7742.02 as follows:

Rent paid .....	\$9635.00
Less: security deposit & interest .....	1892.98
 Total .....	 \$7742.02

April 2, 2026  
Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office