

Residential Tenancies Tribunal

Application 2026-0236-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 9-April-2026 at 9:00 am.
2. The applicant of the initial claim, [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 landlord presented an affidavit (LL#1) and proof of service (LL#2) that show the tenant was served electronically no less than ten days before the hearing date.
5. The landlord submitted no documentary evidence in relation to the alleged damages, below, but says she could provide it upon request. As per part 8 of the applicant documents, all evidence must be received by the Residential Tenancies Office and provided to the other party at least 3 days prior to the hearing.

Issues before the Tribunal

6. Should the landlord's claim for damages succeed?
7. Should the landlord's claim for unpaid rent and late fees succeed?
8. What is the proper disposition of the security deposit?

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 (the *Act*).

Issue 1: Damages

10. The landlord claims for \$1567.00 in damages, divided amongst 9 items. In accordance with the Residential Tenancies Program Policy and Procedure Guide, Policy 9-003, when a landlord makes a claim for damages, they must provide sufficient evidence to establish the extent and nature of any damages, that the damage was caused by a wilful or negligent act of a tenant or a person they allowed on the premises, and the cost of repair or replacement. This should include documentary evidence wherever reasonably possible.
11. Items 1-2, 4, 6, and 8 claimed by the landlord are compensation for alleged damage to several closet doors, an oven, and walls, totalling \$600.00 The landlord testifies the damage was not present when she inspected the premises prior to her purchase on 17-December-2025. The tenant testifies that in each case the damage predated her tenancy. This is a "he said, she said" situation. Both parties have provided equally plausible versions of events, neither of which is contradicted internally or by any other external evidence. This tribunal has no reason to prefer one version over the other.
12. The landlord has failed to establish their claim on a balance of probabilities, which would require this tribunal to find her version was more likely than the tenant's. This portion of her claim therefore fails.
13. Item 3 of the landlord's claim concerns the border between the garden and the driveway, which she says must have been damaged by the tenant. The tenant claims no knowledge of this damage and suggests it may have been caused by a contractor performing snow removal. No documentary evidence was provided to allow the tribunal to assess the extent or nature of the damage. This portion of the landlord's claim fails on that ground.
14. Item 5 was \$700.00 for cleaning the premises. The landlord testified that the premises were left in an unclean state and that she was invoiced \$816.50 for the cost of a cleaning service, though it was not provided. The tenant acknowledges that the premises was left in a somewhat unclean state and a cleaning charge is appropriate, though she disagrees with the extent. She suggests a \$300.00 cleaning fee is more appropriate.
15. The parties agree that a cleaning fee of at least \$300.00 is appropriate. There is insufficient evidence provided to support a larger award. Therefore, this portion of the landlord's claim succeeds in the amount of \$300.00.
16. Item 7 is the removal of furniture left on the premises. The tenant agrees she left some items behind, particularly a bedframe. She nonetheless suggested no award should be granted as the landlord could sell the item to recoup any loss. She admitted it was a gift so she was unsure of its age and I therefore cannot assess if it has any value.
17. In the absence of further evidence, I estimate the removal of furniture parties agree was left behind to take about two hours to remove. Absent an invoice, this tribunal awards labour at a rate of minimum wage + \$8.00/hour or \$24.00/hour. This portion of the landlord's claim succeeds in the amount of \$48.00.

18. Finally, in item 9 the landlord claims \$67.00 in compensation for interest on her line of credit caused by the tenant's failure to pay rent on time. After some consideration, this tribunal finds that this claim has the same essential nature and character as a claim for late fees under s. 15(1). To award both would constitute double recovery. This portion of the landlord's claim therefore fails.

Decision

19. The landlord's claim for damages succeeds in the amount of \$348.00.

Issue 2: Unpaid Rent and Late Fees

Landlord's Position

20. The landlord claims \$4504 in unpaid rent consisting of the monthly rent of \$2252.00 for the months of February and March 2026. She testifies this was a fixed term rental agreement, the tenant failed to provide adequate notice, and that she was unable to place a new tenant until 2-April-2026.

Tenant's Position

21. The tenant denies owing any rent. She says the landlord had told her that the rental agreement would be ending and she immediately began seeking new accommodations. She found an appropriate place on 2-February-2026, immediately told the landlord she would be leaving, and finished the last of her move out on 9-February-2026. She testified that she made the best decision she could for her family and expressed she does not know what else can be expected of her.

Analysis

22. The parties agree that on that on 31-January-2026, the landlord provided the tenant with a termination notice to be effective on 31-March-2026. The tenant accepted this.
23. S. 18(7) of the *Act* provides that when a landlord provides a termination notice, a tenant is not excused from the notice requirements under s. 18(1). S. 18(1)(c) says that in a fixed term rental agreement a tenant shall give the landlord a notice of termination of no less than 2 months before the end of the rental agreement. In other words, the tenant's early abandonment of the premises constitutes a breach of the rental agreement and the *Act*. While her goal of pursuing the best interest of her family is admirable, it does not excuse her from her contractual obligations.
24. The landlord has a duty to mitigate her losses by attempting to find a new tenant. She testified that she was not able to start looking for a new tenant until mid-March because of the damages. However, most of the damages have not been established, and the remainder would not justify such a delay. It is acknowledged that the landlord testified that she was out of the country at the time the tenant's notice and returned early, 27-February-2026, to attend to the property. In the circumstances, it seems probable that the landlord would not have been able to fill the vacancy any earlier than 1-March-2026. The landlord is therefore awarded the full monthly rent for the month of February.

25. The landlord also seeks late fees in the amount of \$68.00. S. 15(1) of the *Act* states that where a tenant does not pay rent for a rental period within the time stated in the rental agreement, the landlord may charge the tenant a late payment fee in an amount set by the minister. The minister has set the rate at \$5.00 for the first day and \$2.00 for each day thereafter. As rent has been owing for more than 32 days, the landlord's claim succeeds.

Decision

26. The landlord's claim for unpaid rent succeeds in the amount of \$2252.00. The landlord's claim for late fees succeeds in the amount of \$68.00.

Issue 3: Security Deposit

27. The tenancy has been ended and the security deposit must be disposed of. As the landlord is owed moneys, they may apply the security deposit against the sum owed. In this case the security deposit was \$1100 paid on 5-January-2024.

28. 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 \$21.88.

Summary of Decision

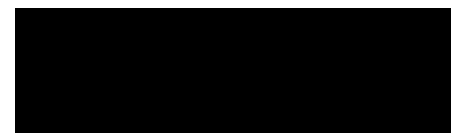
29. The landlord was successful in their application and may therefore seek to have their hearing expenses reimbursed. They claim for the \$20.00 application fee, which is granted, and the cost of service by Fedex, which is denied as it was unnecessary and did not amount to proper notice from a timeline perspective.

30. The tenant shall pay to the landlord \$1566.12 as follows:

Damages.....	\$348.00
Unpaid Rent.....	\$2252.00
Late fees.....	\$68.00
Hearing expenses.....	\$20.00
Less Security Deposit.....	-\$1121.88)
Total.....	\$1566.12

16-April-2026

Date



Seren Cahill
Residential Tenancies Office