

Residential Tenancies Tribunal

Application 2026-0268-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:49 p.m. on 6 July 2026.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.
4. [REDACTED] was called into the hearing as a witness for the landlord.

Preliminary Matters

5. The landlord submitted an affidavit with her application stating that she had served the tenant with the notice of hearing electronically by email on 15 May 2026 (LL#1). A notice of rescheduled hearing was sent to both parties on 21 May 2026. The tenant confirmed receipt of the documents on those dates. In accordance with the *Residential Tenancies Act, 2018* this is good service.
6. There was a fixed-term rental agreement whereby the tenant rented a room in the same premises as the landlord and another tenant, which commenced on 1 January 2023 to continue until August 2026. The tenant vacated the unit on 7 March 2026. Rent was \$400.00 per month, due on the last day of each month. A security deposit of \$225.00 was paid on 30 December 2022 and is in the landlord’s possession.

Issues before the Tribunal

7. The landlord is seeking:
 - Validity of termination notice determined
 - Rent and utilities paid \$2102.15
 - Compensation paid for damages \$3568.75
 - Hearing expenses \$45.00
 - Security deposit plus interest applied against monies owed \$229.50

Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in Sections 46 and 47 of the *Residential Tenancies Act, 2018*.
9. Relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018* - Section 10: Statutory conditions and Section 14: Security deposit. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Policy Manuel* - Section 6-3: Mitigation of abandoned property, Section 9-3: Damages to rented premises and Section 12-1: Recovery of costs.

Issue # 1: Validity of Termination Notice to be Determined

Relevant Submission

10. The landlord submitted a copy of a termination notice given on a *Tenant's Notice to Terminate Early – Cause* form dated 27 February 2026 to vacate on 7 March 2026 under Section 23 of the *Act* (LL#2). The landlord is questioning the validity of the notice.

Landlord's and Tenant's Positions

11. The landlord testified that she has never interfered with the peaceful enjoyment or reasonable privacy of the tenant, and she stated that the tenant did not have the right to end the fixed-term tenancy early, which ultimately caused her financial hardship.
12. The tenant stated that she did have a right to give a termination notice with cause as unreasonable expectations were placed on her by the landlord with regards to snow clearing and cleaning of the unit, and she stated that the landlord sent her a copy of a falsified letter from *Government* which made her distrustful of the landlord and she stated that she felt uncomfortable staying at the unit. The tenant stated that they were friends and their relationship changed when she started to spend nights at her boyfriend's house and she wasn't around to help with the snow clearing and house cleaning duties.
13. The tenant did not dispute that she was responsible for shoveling a portion of the driveway, and she stated that it was her understanding that she would shovel her own vehicle out of the driveway after a snowfall, and she added that as she was not staying at the unit during the winter months, her vehicle was not in the driveway and did not have to be shoveled out. With regards to the house cleaning, the tenant did not dispute that she had agreed to help with cleaning the unit, and she stated that it was her understanding that she was responsible for cleaning up after herself while living in the unit, and she added that as she was not staying in the unit, she should not be responsible to clean up after the landlord and a second tenant.
14. The landlord responded to the tenant's remarks saying that it didn't matter that she was not staying at the unit, and that as a tenant she still had obligations that she had agreed to which needed to be fulfilled.

Analysis

15. Section 23 of the *Residential Tenancies Act, 2018* states:

Notice where landlord contravenes peaceful enjoyment and reasonable privacy

23. (1) Notwithstanding subsection 18(1) and paragraph 18(3)(a), where a landlord contravenes statutory condition 7(b) set out in subsection 10(1), the tenant may give the

*landlord notice that the rental agreement is terminated and the tenant intends to vacate the residential premises on a specified date **not less than 5 days**, but not more than 14 days, after the notice has been served.*

16. Statutory conditions under Section 10(7)(b) of the *Residential Tenancies Act, 2018* states:

Peaceful Enjoyment and Reasonable Privacy

10. 7(b) The landlord shall not unreasonably interfere with the tenant's reasonable privacy and peaceful enjoyment of the residential premises, a common area or the property of which they form a part.

17. In accordance with Section 23 of the *Act* as stated above, the date of termination was not less than 5 days, but not more than 14 days, after the notice was served, which is a valid notice from a timeline perspective. The notice must be further analyzed for validity.
18. I accept that there was a falsified letter given to the tenant by the landlord and I accept that there were differences between the landlord and the tenant with regards to expectations surrounding duties to clear snow and duties to clean the unit; however in accordance with Section 10 of the *Act* as stated above, I find that the tenant failed to show that the landlord unreasonably interfered with her peaceful enjoyment or reasonable privacy to the point where she was forced to break the lease and vacate the unit.
19. I find that the tenant did not have the right to terminate the tenancy early with cause.

Decision

20. The termination notice given to the landlord on 27 February with cause under Section 23 of the *Act* is not a valid notice.

Issue # 2: Compensation Paid for Damages \$3568.75

Relevant Submission

21. The landlord testified that there were damages to the unit that occurred during the tenancy, some of which she was aware of and others that only became apparent once the tenant vacated the unit, and she stated that she is seeking \$3568.75 to cover the cost to repair the damages. The landlord submitted a copy of a damages ledger to support the claim (LL#3). See copy of damages ledger below:

Item #	Description of Damages	Compensation Claimed
E.g.	3cm x 3cm hole in bathroom wall	\$ 75.00
1	Snow Clearing	\$1520.00
2	Cleaning	\$312.00
3	Porch Door Casing, Trim, Caulk, Paint (tax included)	\$92.00
4	Floating Shelf, Wall Repair, Paint (tax inclu)(-\$40 paid)	\$230.25
5	Window Casing and Trim (tax included)	\$80.50
6	Bedroom Flooring (tax included)	\$1265.00
7	Shower Door Waterproof Strip (tax included)	\$69.00

Landlord's and Tenant's Positions

22. The landlord's and tenant's positions on each item are as follows:

Item # 1: Snow clearing (\$756.00) – The landlord amended the amount on the ledger for snow clearing to \$756.00. The landlord testified that the tenant failed to fulfill her obligation to assist with the snow clearing at the premises and she stated that she is seeking to be paid \$24.00 per hour for 31.5 hours of her time to remove the snow from the tenant's portion of the driveway for the period of 25 December 2025 to 4 March 2026 in the amount of \$756.00. The landlord called a witness into the hearing to corroborate her testimony that the tenant was responsible for snow clearing and the witness testified that the tenant had agreed to shovel 1\3 of the driveway as well as access points and he stated that the agreement had been in effect for the past 4 winters. The landlord submitted a diary of the dates and times that she shoveled the tenant's portion of the driveway to support her claim (LL#4).

The tenant didn't dispute that she helped with the snow clearing at the unit; however, she disputed that she should be responsible to pay the landlord for snow clearing from December to March when she did not stay at the unit and when her vehicle was not parked in the driveway and did not need to be shoveled out. The tenant also stated that although the rental agreement was clear that she was responsible for snow clearing, she stated that she never entered into an agreement that stipulated what portion of the driveway she was responsible for. The tenant stated that it was her understanding that she was responsible for getting herself and her vehicle out of the driveway after snow had fallen, and she reiterated that she had not been staying at the unit during those months and should not be responsible to pay the landlord for her time to clear her own driveway.

Item # 2: Cleaning (\$312.00) – The landlord testified that the tenant failed to fulfill her obligation to assist with the cleaning of the unit from December onwards during the time that she was not staying at the unit, and the landlord stated that she had to increase her share of the cleaning duties during those months. The landlord also stated that she is seeking compensation for her time to complete a move out cleaning after the tenant vacated the unit in March. The landlord stated that she is seeking to be paid \$24.00 per hour for 13 hours of her time to clean for a total of \$312.00. The landlord called a witness into the hearing to corroborate her testimony that the tenant was responsible for cleaning the unit and the witness testified that the tenant had verbally agreed to clean 1\3 of the shared spaces of the unit, and he stated that the agreement had been in effect for the past 4 years. The landlord submitted photographs of the cleanliness of the unit to support her claim (LL#6).

The tenant didn't dispute that she helped with the cleaning of the unit; however, she disputed that she should be responsible to pay the landlord for cleaning the unit from December to March when she did not stay at the unit and when she did not contribute to the poor cleanliness of the unit. The tenant also stated that although she entered into a verbal agreement with the landlord to clean the shared spaces of the unit, she stated that she should not be responsible to clean when she did not stay there. The tenant stated that it was her understanding that she was responsible for assisting with the cleanliness of the unit while she was using the shared spaces, and she reiterated that she had not been staying at the unit during the period that the landlord is seeking compensation for cleaning and should not be responsible to pay the landlord for her time to clean the unit. As for the move out clean, the tenant disputed that she left the unit dirty after she vacated in March.

Item # 3: Repair porch door casing (\$92.00) – The landlord testified that the tenant had a friend visiting at the unit on 12 November 2023 when the friend slammed the interior porch door causing damage to the door casing which needs to be repaired. The landlord is seeking \$92.00 to cover the cost of materials and labor to have the work completed, and she submitted a copy of a quote from *RQS Renovation* to support the claim (LL#7).

The tenant did not dispute that her friend slammed the interior door in November 2023, and she stated that although she never witnessed any major damage to the door casing at that time, she stated that she had her father come by the unit and make some minor repairs to the door casing, and she stated that she also offered to pay for the damage, at which time the landlord declined her offer. The tenant submitted a copy of a text message from the landlord to support her defense (TT#1).

Item # 4: Repair floating shelf (\$230.25) – The landlord testified that the tenant damaged a floating shelf that was used to display her plants by overflowing the plants with water causing water damage to the shelf and surrounding wall area. The landlord is seeking \$230.25 to cover the cost of materials and labor to have the shelf and wall area repaired, and she submitted a copy of a quote from *RQS Renovation* to support her claim (LL#7).

The tenant did not dispute that the landlord had asked her to take care of her plants while she was travelling, nor did she dispute that she accidentally put too much water on the plants causing the damage to the shelf and surrounding area. The tenant stated that she offered to pay for the damage, and she testified that she has given the landlord \$40.00 to help with the repair work, and she stated that the landlord declined her offer to pay anything more than the \$40.00. The tenant submitted a copy of a text message from the landlord to support her defense (TT#2).

Item #5: Repair window casing and trim (\$80.50) – The landlord testified that she noticed after the tenant vacated the unit that the window casing and trim located in the tenant's bedroom had dropped or separated and she stated that the tenant was negligent by failing to report the damage. The landlord is seeking \$80.50 to cover the cost of materials and labor to have the window casing and trim repaired, and she submitted photographs of the damage (LL#8) and a copy of a quote from *RQS Renovation* to support her claim (LL#7).

The tenant did not dispute that the window casing and trim in her bedroom had separated or dropped a little; however, she disputed that she caused the damage, and she also stated that it was minor, and she stated that she was unaware that it was a problem that would require notice.

Item # 6: Replace bedroom flooring (\$1265.00) – The landlord testified that the tenant brought a dog into the unit while she was travelling and the dog urinated in 3 different areas of her bedroom floor causing the laminate flooring to swell and buckle. The landlord stated that the entire flooring needs to be replaced and she is seeking \$1265.00 to cover the cost of materials and labor to have the flooring replaced, and she submitted a copy of a quote from *RQS Renovation* to support her claim (LL#7). The landlord called a witness into the hearing to corroborate her testimony that the tenant was responsible for the damage to the flooring and the witness testified that the tenant had brought a dog into the unit that he had witnessed urinating on the floor previously and he stated that there was a no pet policy in place. The witness also testified that the landlord's dogs never urinated inside the unit.

The tenant did not dispute that she brought a dog into the unit; however, she disputed that the dog urinated in the unit, and she stated that the landlord has 2 dogs that reside at the

unit and the damage could have been caused by one of the landlord's animals. The tenant questioned the credibility of the witness's testimony as she stated he is the landlord's fiancé. The tenant stated that she was never shown damage to the flooring, nor did she ever receive photographs of the damage to the flooring.

Item # 7: Replace shower door strip (\$69.00) - The landlord testified that the tenant used color dye in the shower and the shower door strip is discolored due to the dye and she is seeking \$69.00 to cover the cost of materials and labor to have the door strip replaced. The landlord submitted a copy of a quote from *RQS Renovation* to support her claim (LL#7).

The tenant did not dispute that she used color dye in the shower, nor did she dispute that she was negligent in causing the damage. The tenant agreed to pay for the cost to replace the door strip in the amount of \$69.00.

Analysis

23. In accordance with *Residential Tenancies Policy 9-3*, the applicant is required to show:

- *That the damage exists;*
- *That the respondent is responsible for the damage, through a willful or negligent act;*
- *The value to repair or replace the damaged item(s)*

24. Each item is analyzed as follows:

Item # 1: Snow clearing (\$756.00) – The landlord amended the amount on the ledger for snow clearing to \$756.00. Based on the testimony of both the landlord and her witness and based on the testimony of the tenant, I accept that there was snow to be shoveled, and I accept that the tenant entered into a written agreement with the landlord to assist with the snow clearing duties around the premises, however the rental agreement stated that the tenant was responsible for snow clearing and did not stipulate what portion of the driveway or access points were included in that agreement (LL#5).

I agree with the tenant's statement that it was her understanding that she was responsible for shoveling herself out of the driveway after a snowfall. As the tenant was not staying at the unit and as her vehicle was not parked in the driveway during the winter months, I also agree with the tenant that it did not make sense for her to be there to shovel the driveway, and I find that it is unreasonable to expect the tenant to drive to the unit in the morning after a snowstorm to shovel a designated portion of the driveway where her car would have been parked. I find that the tenant is not responsible to pay the landlord for her time to shovel her own driveway for the period of 25 December 2025 to 4 March 2026 when she was not staying at the unit and when her vehicle was not parked in the driveway.

Item # 2: Cleaning (\$312.00) – Based on the testimony of both the landlord and her witness and based on the testimony of the tenant, I accept that there was cleaning to be done on a daily basis, and I accept that the tenant entered into a verbal agreement with the landlord to assist with the cleaning of the shared spaces. I agree with the tenant's statement that it was her understanding that she was responsible for cleaning after herself, and as the tenant was not staying at the unit and as she did not contribute to the poor cleanliness of the unit, I agree with the tenant that it did not make sense for her to return to the unit daily to clean after others. I find that it is unreasonable to expect the tenant to drive to the unit each day to assist with the cleaning. I find that the tenant is not responsible to pay the landlord for her time to clean the unit for the period of 25 December 2025 to 4

March 2026 when she was not staying at the unit. As for the move out clean, the landlord also failed to show that the unit needed cleaning.

Item # 3: Repair porch door casing (\$92.00) – Based on the testimony of both the landlord and the tenant, and in accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord failed to show the extent of the damage to the door casing dating back to 2023, and as the tenant was able to show that the landlord declined her request to pay any monies after her father had completed some repair work, I find that the tenant is not responsible for the cost to repair the door casing.

Item # 4: Repair floating shelf (\$230.25) – Based on the testimony of both the landlord and the tenant, and in accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord failed to show the extent of the damage to the floating shelf, and as the tenant was able to show that the landlord declined her request to pay any monies towards the damaged shelving over and above the \$40.00 that she already paid, I find that the tenant is not responsible for any additional cost associated with repairing the floating shelf.

Item #5: Repair window casing and trim (\$80.50) – Based on the testimony of both the landlord and the tenant, and based on the exhibits entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I find that although the landlord was able to show that the damage exist, she failed to show that the tenant was negligent in causing the damage. I do not accept the landlord's statement that the tenant is negligent because she failed to report the problem, as the damage is minor and did not affect the functionality of the window. I find that the tenant is not responsible for the cost of repairing the window casing and the trim.

Item # 6: Replace bedroom flooring (\$1265.00) – Based on the testimony of both the landlord and the tenant, and based on the testimony of the witness , and in accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord failed to show that the damage exist, and she also failed to show that the dog brought into the unit by the tenant caused the damage. I accept the tenant's testimony that the dog urine could have been caused by the landlord's dogs. For those reasons, I find that the tenant is not responsible for the cost of replacing the damaged flooring.

Item # 7: Replace shower door strip (\$69.00) – As the tenant did not dispute the landlord's claim that she damaged the shower door strip, nor did she dispute the amount sought by the landlord, I find that the tenant is responsible for the cost to replace the shower door strip in the amount of \$69.00.

Decision

25. The landlord's claim for compensation paid for damages succeeds in the amount of \$69.00.

Issue # 3: Rent and Utilities Paid \$2102.15

Landlord's and Tenant's Positions

26. The landlord testified that the tenant vacated the unit on 7 March 2026 without proper notice, and paid rent up to the end of April, and she stated that she is seeking the loss of rental income in the amount of \$1600.00 for the months of May, June, July and August and for the loss of shared utilities for the same period in the amount of \$502.15 for a total of \$2102.15.

27. The tenant disputed that the notice was invalid and disputed that she should be responsible for any loss of rental income or loss of shared utilities.

Analysis

28. Section 6-3 of the *Residential Tenancies Policy Manual* states:

Mitigation on Abandonment of Residential Premises

A tenant is considered to have abandoned residential premises when all 3 of the following conditions are met:

- *The tenant has vacated the residential premises*
- *The tenant's rent is overdue, and*
- *The rental agreement had not been terminated in accordance with the Residential Tenancies Act, 2018.*

Mitigation

A landlord has a legal duty to take all reasonable steps to mitigate their damages after a tenant abandons residential premises. As the most obvious sort of damage the landlord would suffer would be a loss of rental income, "mitigation" in these circumstances would entail the landlord taking immediate steps to find new tenants to move into the property so that the landlord could once again collect rent.

Failure to Mitigate

Where a landlord fails to take steps to find new tenants, or where the landlord waits an unreasonable amount of time before taking those steps, the tenant may not be held liable for the loss of rental income suffered by the landlord.

29. It has been determined that the termination notice with cause was an invalid notice as per paragraph 20 above, and as such I find that the tenant abandoned the unit once she stopped paying rent effective 1 May 2026. Landlords should not incur any financial loss due to the actions of tenants, and in accordance with Section 6-3 of the *Policy* as stated above, landlords also have an obligation to mitigate their losses and make every effort to re-rent the unit as soon as possible. I asked the landlord if she made any effort to re-rent the room and she responded that there is damage in the tenant's bedroom which includes mold on the baseboard and the window casing has separated as discussed earlier that makes the unit uninhabitable and she stated that she was unable to secure a new tenant for those reasons.
30. Based on the issues in the tenant's bedroom as discussed earlier in the decision, I do not accept the landlord's testimony that the unit was uninhabitable, and I find that the bedroom could have been ready to re-rent on 1 May 2026 epically given that the tenant vacated the unit on 7 March. I find that the landlord had plenty of time to mitigate her losses and re-rent the room. I find that the tenant is not responsible for the loss of rental income or the loss of shared utilities.

Decision

31. The landlord's claim for loss of rental income and loss of shared utilities does not succeed.

Issue # 4: Hearing expenses \$45.00

Analysis

32. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and incurred Commission of Oath expenses in the amount of \$25.00. The landlord submitted a copy of the receipts to support the claim (LL#8). In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, filing fees and other administrative expenses can be claimable costs. As the landlord's claim for losses has been partially successful, I find that the tenant is responsible for the hearing expenses.

Decision

33. The landlord's claim for hearing expenses succeeds in the amount of \$45.00.

Issue # 5: Security deposit plus interest applied against monies owed \$229.50

Analysis

34. 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).*
35. The landlord's claim for losses has been partially successful as per paragraphs 25 and 33 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 2023 was 0%, for 2024-2025 was 1% and is currently 0% for 2026. **Note:** interest calculated up to the hearing date equates to \$4.50.

Decision

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

Summary of Decision

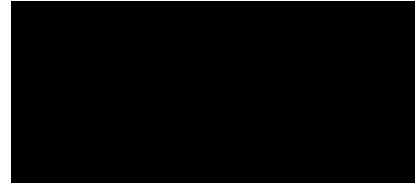
37. The termination notice with cause given to the landlord on 27 February 2026 was not a valid notice.

38. The tenant shall pay the landlord \$0.00 as follows:

Compensation for damages	\$69.00
Rent & Utilities paid	0.00
Hearing expenses	45.00
Less: security deposit	114.00
Total	\$0.00

July 21, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office