

Residential Tenancies Tribunal

Application 2026-0302-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 11-May-2026 at 2:00 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 by teleconference.

Preliminary Issues

4. The tenant was served notice of the hearing electronically on 16-April-2026 (L#1-L#4). The hearing was begun in her absence, but she called in at 2:15 pm, was given a summary of everything that had been said so far, and the hearing continued as normal from there with her attendance.

Issues before the Tribunal

5. Should the landlord's claim for unpaid rent succeed?
6. Should the landlord's claim for damages succeed?

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 \$2600.00 in unpaid rent. This represents the rental rate of \$1300.00/month for the months of December 2025 and January 2026. He testified that the tenant vacated the premises on 29-December-2025 without providing notice. He

therefore seeks rent for December, during which the tenant was residing at the premises, and rent in lieu of notice for the month of January. He testified that he began looking for a new tenant immediately but was not able to place them until the beginning of February.

Tenant's Position

9. The tenant denies that the landlord is entitled to rent as he had issued a termination notice with a move out date of 28-February-2026, as he wanted her to move out at the end of December, and as he knew she was moving out because she asked him to provide a reference to her new landlord.

Analysis

10. Based on the evidence presented at the hearing, it seems clear that the tenant interpreted the landlord's continued inquiries into when she was moving as an insistence that she move out as soon as possible. Nevertheless, under s. 18(1)(b) of the *Act*, the tenant had a statutory duty to provide no less than one month's notice. S. 18(7) confirms that a tenant's duty to provide notice is not negated by a landlord providing their own notice.
11. As the tenant's failure to provide notice led to the landlord suffering a loss and he was unable to mitigate that loss, his claim against the tenant succeeds.

Decision

12. The landlord's claim for unpaid rent succeeds in the amount of \$2600.00.

Issue 2: Damages

13. The landlord claims \$1640.31 in damages, divided amongst five separate 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.
14. As discussed in Part 8: Evidence 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. In this case, the landlord provided documentary evidence at about 1:28 pm, less than a half hour before the scheduled start time of the hearing. Accordingly, the documentary evidence is excluded for failing to follow the evidence rules and the landlord's claim for damages fails due to the lack of evidence.

Decision

15. The landlord's claim for damages fails.

Summary of Decision

- 16. The tenancy has ended and the security deposit must be disposed of. In this case the security deposit was \$750.00 paid in October 2020.
- 17. 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 a rate of 0% for all other years. This results in interest totaling \$15.00.
- 18. The tenant shall pay to the landlord \$1835.00 as follows:

Unpaid Rent.....\$2600.00
Less Security Deposit.....-(\$765.00)

Total.....\$1835.00

21-May-2026
Date



Seren Cahill
Residential Tenancies Office