

Residential Tenancies Tribunal

Application 2026-0422-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 16-June-2026 at 1:59 pm.
2. The applicants, [REDACTED] and [REDACTED] hereinafter referred to as the tenants, were represented at the hearing by the former, who attended in person.
3. The respondent, [REDACTED], hereinafter referred to as the landlord, was represented at the hearing by the director, [REDACTED], who attended by teleconference.

Preliminary Issues

4. The tenant submitted an affidavit and proof of service indicating he served the respondent notice of this hearing electronically on 15-May-2026. The landlord did not refute this.
5. This was a written fixed term lease agreement, with rent set at \$1300.00/month due on the 1st of each month and a security deposit which the tenant acknowledged has been returned.
6. The initial application named the directors of the landlord's corporation as the respondents. This was incorrect. The tenants did not have a contractual relationship with the directors, only the corporation. That is the landlord on the rental agreement. There is no reason to seek to "pierce the corporate veil." The application was therefore amended to change the respondents to the corporation.

Issues before the Tribunal

7. Should the tenants' claim for a refund of rent succeed?

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 (the *Act*).

Issue 1: Refund of Rent

9. Parties agree on the central facts. The tenants were given a termination notice on 6-March-2026 with a termination date of 12-March-2026. They contested the notice, which was upheld as valid in the decision of this tribunal on applications 2026-0244-NL and 2026-0245-NL. They notified the landlord they would be moving out on 16-April-2026 and subsequently did so. The landlord recovered the keys Monday 20-April-2026 and found a new tenant for the date of June.
10. The tenants seek the refund of \$650.00 in rent, representing the remaining days of April after they have moved out. The landlord is opposed, noting that there is no section of the *Act* mandating a refund of rent after an eviction.
11. The landlord argued that removal does not convert “prepaid rent into refundable rent.” In the opinion of this tribunal, when the rent was paid and who has it is immaterial to the issue. Any rent paid is refundable if a refund is legally justified. The fact that rent was due and paid in full on the first of the month has no effect on whether or not a claim for a refund of rent will succeed. Generally, a tenant is not responsible for rent for periods in which they do not have possession or the right to possession of the rental premises.
12. It was the finding of this tribunal in the decision referenced above that the tenants violated the terms of the rental agreement and, notwithstanding the tenant’s assertions that the decision was based on dishonest testimony, I have no reason to reconsider those findings and accept them as true. The tenant argued that it was the landlord’s choice to evict them, but in fact when a tenant interferes with the right to peaceful enjoyment of other tenants, the landlord is obligated to intervene.
13. The landlord takes the position that the tenants’ violation of the rental agreement caused them a loss. I believe this is true. Nevertheless, statutory condition 4 under s. 10(1) of the *Act* states that “where the tenant abandons the residential premises, the landlord shall mitigate damages that may be caused by the abandonment to the extent that a party to a contract is required by law to mitigate damages.” In contract law, a party has a duty to do everything that is reasonably possible to minimize a loss caused by the other party’s breach. In terms of residential tenancies, this generally means that the landlord takes all reasonable steps to find a new tenant as early as possible.
14. The tenant presented evidence that the landlord did not post an ad looking for a new tenant until 19-May-2026, and the landlord did not refute this. There was no evidence presented that the tenant’s breach prevented finding a new tenant earlier.
15. The tenant’s claim for a refund of rent succeeds for the dates from 17-April-2026 to 30-April-2026. A daily rate must be calculated. The correct formula for determining a daily rate is to multiply the monthly rent by the 12 months and divide by the 365 days of the year. In this case, the daily rate is $\$1300.00 \times (12 \text{ months} / 365 \text{ days}) = \$42.74/\text{day}$. Multiplying this by the 14 days of the month during which the tenants did not occupy the premises, this results in a total of \$598.36.

Decision

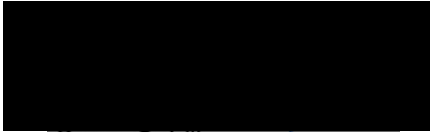
16. The tenants’ claim for a refund of rent succeeds in the amount of \$598.36.

Summary of Decision

17. The tenants were successful in their claim and may therefore seek to be reimbursed for their reasonable hearing expenses. They seek the \$20.00 application fee, which is granted, and \$10.00 in gas, which is denied in the absence of a receipt.
18. The landlord shall pay to the tenants \$618.36 as follows:

Refund of Rent.....	\$598.36
Hearing Expenses.....	\$20.00
Total.....	\$618.36

26-June-2026
Date



Seren Cahill
Residential Tenancies Office