

Residential Tenancies Tribunal

Application 2026-0484-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:02 a.m. on 22 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. [REDACTED], authorized representative for the tenant was also present.

Preliminary Matters

4. The landlord submitted an affidavit with his application stating that he had served the tenant with the notice of hearing electronically by email on 8 July 2026 (LL#1). The tenant confirmed receipt of the document on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There was a written month-to-month rental agreement which commenced on 1 April 2025. The tenant vacated the unit on 27 January 2026 and returned to the unit on 1 March to retrieve her belongings. Rent was \$1450.00 per month, due on the 1st day of each month. A security deposit of \$1000.00 was paid on 9 March 2025 and is in the landlord’s possession.

Issues before the Tribunal

6. The landlord is seeking:
 - Rent and late fees paid \$2975.00
 - Compensation paid for damages \$253.00
 - Hearing expenses \$20.00
 - Security deposit applied against monies owed \$1000.00

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*.

8. Relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018* - Section 15: Fee for failure to pay rent. Also, relevant and considered in this decision are the following Sections of the *Residential Tenancies Policy Manuel* - Section 2-4: Deposits, payments and fees, Section 6-3: Mitigation on abandonment of residential premises, Section 9-3: Damages to residential premises and Section 12-1: Recovery of costs.

Issue # 1: Rent and Late Fees Paid \$2975.00

Landlord's and Tenant's Positions

9. The landlord testified that the tenant abandoned the unit on 27 January 2026 without proper notice and he stated that he is seeking rent to be paid in full for the months of February and March in the amount of \$2900.00, and he stated that he is seeking the maximum late fee charges of \$75.00 for a total of \$2975.00. The landlord submitted a copy of a rental ledger to support the claim (LL#2).
10. The tenant did not dispute that she left the unit at the end of January; however, she disputed that she abandoned the unit, and she stated that she was forced to leave the unit as she was experiencing severe health issues that were brought on due to the condition of the unit. The tenant stated that her leave was only for a one-month period to allow the landlord the opportunity to complete the repairs and to see if her medical status would improve while away from the unit. The tenant stated that she left her belongings at the unit and had full intentions of returning on 1 March if the repairs were completed. The tenant also disputed that she should be responsible for rent for the months of February and March when the landlord locked her out of her unit on 7 February.
11. The tenant testified that the reason why she felt the need to leave the unit for a 1-month period was because of the repairs that needed to be completed and she stated that the landlord was aware of the deficiencies in the unit and she testified that she became sick due to a foul smell coming from the utility room in the unit, and from breathing in black mold from the same area of the unit. The tenant also stated that there had been a leak in the ceiling that was repaired but the gyproc was never replaced and the hole in the ceiling remained with insulation and chips of gyproc constantly falling down to the floor and cold air circulating throughout the unit due to the open space. The tenant also stated that the front door was damaged with water and snow entering the unit and she stated that she became sick from a combination of all those things, and she stated that she had no other choice but to leave the unit until the repairs were completed and more importantly until she felt better physically.
12. The landlord testified that he responded to the tenant's request for repairs each time she reached out to him or the *Property Manager*, and he stated that he never received a formal written request for repairs from the tenant until 5 February, at which time the tenant had already abandoned the unit. The landlord testified that he worked closely with his *Property Manager* to ensure that repairs were made in a timely fashion, and he testified that the Contractor – [REDACTED] confirmed that there never was black mold or any type of a moisture problem in the unit, nor was there a foul smell in the utility room and the landlord submitted a copy of a text message from the Contractor indicating that the black spots that the tenant witnessed in the boiler room is actually paint overspray from the joist coating and the landlord attached a photograph sent to him from the contractor to support the claim (LL#3).
13. The tenant did not dispute that she gave a formal request for repairs in writing to the landlord on 5 February after she had left the unit; however, she stated that she had sent

many text messages including videos to the landlord during the tenancy dating as far back as 17 August and she stated that the landlord and his *Property Manager* were fully aware of the condition of the unit and the repairs that needed to be completed.

14. The tenant testified that she should not be responsible for the loss of rental income for the month of March as she was willing to resume her tenancy on 1 March but was unable to do so due to the fact that the landlord locked her out of the unit. The landlord disputed that he ever locked her out of the unit, or that he ever received a request from her to enter the unit after she had abandoned the unit, and he testified that the locks were never changed on the door. The landlord stated that the tenant actually changed the locks on the door previously and had the keys to both the doorknob and the deadbolt. The tenant disputed the landlord's statement and testified that she gave the only key that she had to the deadbolt to the *Property Manager*, and she testified that the *Property Manager* was fully aware that by locking the deadbolt, she was locking the tenant out of the unit.

Analysis

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

Fee for failure to pay rent

15. (1) *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.*

16. *Residential Tenancies Policy 2-4; Recovery of Fees: Filing, Costs, Hearing Expense, Interest, Late Payment and NSF* states:

Late payment fee:

A tenant is responsible to pay the landlord the full rent on the day the rent is due. If the rent is not paid on time, the landlord may charge the tenant a late payment fee of \$5.00 for the first day the rent is in arrears and \$2.00 for each additional day that the rent remains unpaid in any consecutive number of rental periods to a maximum of \$75.00.

17. 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 wanted the necessary repairs completed and I accept that she was ill and felt the need to leave the unit; however, while a tenant may choose to temporarily reside elsewhere, the *Act* does not permit a tenant to unilaterally suspend rent obligations or place a tenancy on hold pending repairs absent an agreement between the parties or an order issued under the *Act*. The appropriate remedies available to a tenant include applying to *Residential Tenancies* for relief, including an order regarding repairs or permission to pay rent into trust.
18. I accept the landlord's testimony that he never entered into an agreement with the tenant to allow her to put the rental agreement on pause for a month and withhold rent. I find that the tenant failed to show that her medical issues were related to the condition of the unit, forcing her to vacate the unit with little notice. In addition to this, I find that although there was communication between the tenant and the landlord regarding the issues in the unit, the tenant only gave a "*tenant's request for repairs*" form to the landlord on 5 February 2026, which was past the date that she had left the unit.

With regards to the tenant's claim that the landlord had locked her out of the unit and prevented her from resuming the tenancy on 1 March as planned, I accept the testimony of the landlord that he never changed the locks on the unit and that even if the tenant did not have a key to the deadbolt, that it was not his intention to lock the tenant out of the unit. The landlord testified that the tenant actually changed the locks on the door, and he stated that the expectation would be that the tenant had keys to the unit. I find that the locked door carries little weight in the tenant's defense, as she abandoned the unit without proper notice and did not pay rent for the month of February. Where a tenant breaches the tenancy agreement, a landlord may recover proven losses arising from that breach, subject to the landlord's duty to mitigate those losses. I find that the tenant left the unit at the end of January without a proper 1-month notice and shall be responsible for rent for the month of February in the amount of \$1450.00.

19. As for the loss of rental income for the month of March, I accept that the landlord had considered the tenant to have abandoned the unit and he was not expecting her to return, and as a result the tenancy had ended. I asked the landlord if he made every effort to re-rent the unit as soon as possible as to mitigate his losses and he responded that he was successful in securing a new tenant on 23 April 2026. In accordance with section 6-3 of the *Policy*: Mitigation on abandonment of residential premises, a landlord must show that he made every effort to mitigate his losses, and I find that the landlord failed to do so. I find that if the landlord considered the tenancy to be over at the end of January, then he had plenty of time to secure a new tenant for the month of March, and as such I find that the tenant is not responsible for the loss of rental income for the month of March. Also, in accordance with section 15 of the *Act* and section 2-4 of the *Policy* as stated above, I find that the tenant shall pay the maximum late fee charge allowable in the amount of \$75.00.

Decision

20. The landlord's claim for rent and late fees paid succeeds in the amount of \$1525.00.

Issue # 2: Compensation paid for Damages \$253.00

Relevant Submission

21. The landlord testified that the exterior door was damaged, and he stated that he is seeking \$253.00 to cover the cost to have the door repaired. The landlord submitted a copy of a damages ledger to support the claim (LL#4).

Landlord's and Tenant's Positions

22. The landlord testified that he responded to the tenant's request to have the exterior door repaired and he testified that the damage was the result of the door being forced open, which he also testified occurred during the tenancy. The landlord stated that he is seeking \$253.00 to cover the cost to repair the door, and he submitted a copy of an invoice from *RSE Contracting* showing the cost to repair the door and stating what most likely caused the damage to support the claim (LL#5).
23. The tenant did not dispute the landlord's claim that the door was damaged, however she disputed that she caused the damage or that the damage occurred during the tenancy. The tenant testified that the damage to the door was recognized by both her and the *Property Manager* during the initial viewing of the unit in March 2025.

Analysis

24. 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)*

25. Based on the testimony of the landlord and the tenant and the tenant's authorized representative and in accordance with Section 9-3 of the *Policy* as stated above, I accept that the damage to the door exists; however, I find that the landlord failed to show that the tenant was negligent in causing the damage. The landlord failed to provide a move-in inspection report or photographs of the door prior to the tenancy. For those reasons, I find that the tenant is not responsible for the cost of repairing the door.

Decision

26. The landlord's claim for compensation paid for damages does not succeed.

Issue # 3: Hearing expenses \$20.00

Analysis

27. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#6). In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, filing fees can be claimable costs. As the landlord's claim for losses partially succeeds, I find that the tenant is responsible for the hearing expenses.

Decision

28. The landlord's claim for hearing expenses succeeds in the amount of \$20.00.

Issue # 4: Security deposit applied against monies owed \$1000.00.

Analysis

29. 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).*

30. The landlord's claim for losses has been successful as per paragraphs 21 and 29 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.

Decision

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

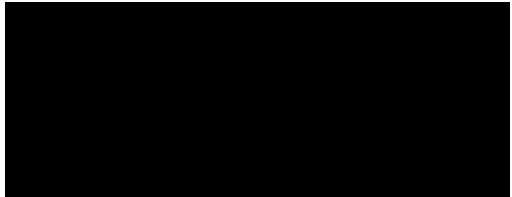
Summary of Decision

32. The tenant shall pay the landlord \$536.84 as follows:

Rent & late fees paid	\$1525.00
Compensation for damages	0.00
Hearing expenses	20.00
Less: security deposit & interest	1008.16
Total	\$536.84

July 27, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office