

Residential Tenancies Tribunal

Application 2026-0575-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 10-September-2026 at 9:06 am.
2. The applicants, [REDACTED] hereinafter referred to as the tenants, attended by teleconference.
3. The respondents, [REDACTED], hereinafter referred to as the landlords, were represented at the hearing by the former, who also attended by teleconference.

Preliminary Issues

4. The landlord acknowledged being served by the tenants by email, which was sent on 12-August-2026 (T#1).
5. This is a month-to-month written agreement, with rent set at \$3000.00/month due on the first day of each month and a security deposit of \$2250.00 which was paid on or about 30-September-2023.
6. The original application named only Jeff Hiscock and Lyn Walsh, though Justine Thompson and Stephen Walsh had also signed the rental agreement. After speaking with the parties I amended the application to include the missing tenant and landlord to avoid unnecessary delay in the proceedings.

Issues before the Tribunal

7. Should the tenants claim for a refund of rent 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: Refund of Rent

Tenants' Position

10. The tenants claim for a refund of rent in the amount of \$750.00, representing a refund of rent for eight days in May 2026. They say they vacated the premises early on 21-May-2026 with the landlord's permission and knowledge, leaving the keys behind.

Landlords' Position

11. The landlords say that they retook possession of the premises on 25-May-2026. They testified that they said if the tenants move out early, "that would be fine." They argued that as they had allowed the tenants to move in early, it was fair that they pay the full rent for May.

Analysis

12. I accept as a matter of fact that the tenants and landlords agreed to end the tenancy on a day of the tenants' choice, particularly 21-May-2026. A rental agreement, as with any contract, can be terminated by the agreement of the parties. The tenants are not responsible for rent for periods where they did not have possession and the rental agreement was not in effect. When the tenants moved in and any previous concessions are irrelevant. The tenants are entitled to be refunded part of the rent for May 2026.
13. 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 $\$3000/\text{month} \times (12 \text{ months}/365 \text{ days}) = \$98.63/\text{day}$. Multiplied by the 10 remaining days in May, the total is \$986.30.

Decision

14. The tenants' claim for a refund of rent succeeds in the full amount claimed, \$750.00.

Issue 2: Security Deposit

15. In accordance with s. 14(12), as the landlord does not make a claim against a security deposit within 10 days, the deposit must be returned to the tenants. I am unable to consider the landlords' allegations of damages without such a claim before me.
16. 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 a simple interest rate of 1% annual for the years 2024 and 2025 and a rate of 0% for all other relevant years. The total interest is therefore \$45.00.

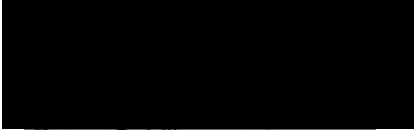
Summary of Decision

17. The landlords shall pay to the tenants \$3045.00 as follows:

Security Deposit.....\$2295.00
Refund of Rent.....\$750.00

Total.....\$3045.00

22-September-2026
Date



Seren Cahill
Residential Tenancies Office