

Residential Tenancies Tribunal

Application 2026-0642-NL & 2026-0858-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called 9:06 a.m. on 21 September 2026.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.
3. The respondent and counter applicant, [REDACTED] hereinafter referred to as “the landlord” attended by teleconference.

Preliminary Matters

4. The tenant submitted an affidavit with her application stating that she had served the landlord with the notice of hearing electronically by email on 8 July 2026 (TT#1). The landlord confirmed receipt of the document on that date and countered the claim. The landlord submitted an affidavit with his application stating that he had served the tenant with the notice of hearing electronically by email on 12 August 2026 (TT#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 fixed-term rental agreement which was scheduled to commence on 15 February 2026. The tenant vacated the unit on 1 May 2026. Rent was \$1000.00 per month, due on the 1st day of each month. A security deposit of \$750.00 was paid on 7 February 2026 and has been refunded in full to the tenant.

Issues before the Tribunal

6. The tenant is seeking:
 - Rent refunded \$500.00
 - Compensation paid for inconveniences \$423.68
7. The landlord is seeking:
 - Possessions returned (valued at \$690.00)

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*.

Issue # 1: Rent Refunded \$500.00

Tenant's and Landlord's Positions

9. The tenant stated that she vacated the unit on 1 May 2026 after paying the landlord rent for the period of May 1-15 in the amount of \$500.00 and she stated that the landlord rented the unit to another tenant for the same period, which she stated goes against the legislation. The tenant is seeking a refund of rent in the amount of \$500.00.
10. The landlord did not dispute that he had received rent from both the tenant and the new tenant for the same period in May 2026; however, he disputed that he should refund any rent to the tenant as she failed to provide a proper termination notice.

Analysis

11. I asked the landlord when the new tenant took possession and he responded that the new tenant took possession on 2 May 2026. I asked the landlord if he received rent paid in full for the month of May from the new tenant and he responded that he had.
12. I agree with the tenant that the landlord contravened the *Act* by accepting rent from 2 different tenants for the same period, and as such I find that the landlord shall refund rent to the tenant for the month of May in the amount of \$500.00.

Decision

13. The tenant's claim for a refund of rent succeeds in the amount of \$500.00.

Issue # 2: Compensation paid for Inconveniences \$423.68

Tenant's and Landlord's Positions

14. The tenant testified that she arrived to the province early on 14 February 2026 and was granted permission to take possession of the unit 1 day earlier than agreed upon and she stated that when she entered the unit, it was not in a good state of cleanliness or fit for habitation, and she stated that she was unable to sleep there as the mattress and pillows were extremely dirty. The tenant testified that she had no option but to secure a safe place to stay at a hotel for that night and the next night, while the landlord was dealing with having the mattress replaced and the unit cleaned. The tenant is seeking to be reimbursed for the cost of the hotel for 2 nights in the amount of \$423.68 and she submitted photographs of the unit (TT#2) and a receipt from [REDACTED] to support the claim (TT#3).
15. The landlord did not dispute that the mattress needed to be replaced, nor did he dispute that the unit required some cleaning; however, he disputed that he should reimburse the tenant for the costs of the hotel room as he entered into a rental contract to commence on the 15th of February, not the 14th, and he stated that he contacted the tenant on the 15th to advise that the mattress had been replaced and that she could take possession on that date as per the rental agreement. The landlord submitted a copy of the rental agreement to support the claim (LL#2).

16. The tenant responded to the landlord's testimony saying that she heard from the landlord at 9:00pm on the 15 February, at which time she had committed to the hotel room for the second night.

Analysis

17. Based on the photograph of the mattress and the pillows, I agree with the tenant that she was unable to reside at the unit until the mattress was replaced and I agree that she had no choice but to incur hotel costs. Based on the testimony of the landlord and based on the terms of the rental agreement, I agree with the landlord that he is not responsible for the tenants lodging for the night of the 14 February. I also agree with the tenant that 9:00pm was too late on the 15 February to cancel the hotel room, and have her money refunded. I find that the landlord is responsible to reimburse the tenant for the hotel cost incurred for 1 night (15 February 2026) in the amount of \$211.84 ($\$423.68 / 2$).

Decision

18. The tenant's claim for compensation paid for inconveniences succeeds in the amount of \$211.84.

Issue # 3: Possessions Returned (Valued at \$690.00)

Relevant Submission

19. The landlord testified that the tenant disposed of many items in the unit, and he stated that he is seeking \$690.00 to cover the cost to replace the items. The landlord submitted a copy of a possessions list to support the claim (LL#2). See copy of list below:

Mattress	\$100
Toast Master	\$30
Air fryer	\$65
Portable Oven	\$50
Tower Fan	\$40
Water purifier	\$90
Kitchen utensils	\$150
Small water purifier jug	\$15
Rice cooker	\$30
Decor items	\$20
Estimated disposal/removal cost	\$100
Total	\$690

Landlord's and Tenant's Positions

20. The landlord testified that when the cleaner entered the unit, the tenant advised the cleaner that the above noted items were of no value and were to be disposed of and he stated that the tenant did not have the right to dispose of his belongings and he stated that he is seeking \$690.00 to cover the cost to replace the lost items.

21. The tenant did not dispute that she advised the cleaner to dispose of the toaster, air fryer, portable oven, some of the utensils, the small water purifier jug and some of the décor items as they were all very dirty with the presence of bugs. However, she disputed that she asked the cleaner to dispose of the tower fan, water purifier or the rice cooker and she stated that she had a conversation with the landlord whereby he would drop by and pick up the fan and the water purifier.
22. The landlord responded to the tenant's testimony stating that he did agree to drop by to pick up the fan and the water purifier, however he stated that the tenant had placed both items outside in the snow and cold temperatures which resulted in damage to the electric cords.

Analysis

23. I asked the landlord if he had photographs to show the condition of the items on move in and he responded that he did not. I asked the landlord if he knew the age of the items and he responded that he did not, and I asked the landlord if he had receipts to show the cost to replace the items and he responded that he did not. I agree with the landlord that the tenant did not have the right to dispose of his belongings. She could have boxed them up and asked the landlord to pick them up and have them replaced if she felt that they were too dirty to use.
24. I find that the landlord failed to support his claim; however, with that said, the tenant did not dispute disposing of most of the items on the list. Excluding the mattress, which was evidently garbage and had to be disposed of for health reasons, I find that the tenant shall be responsible for replacing the items at some cost, the question is how much. I find that it is reasonable to award a nominal amount of \$100.00 to the landlord for the value of the items that were disposed of.

Decision

25. The landlord's claim for possessions returned (valued at \$690.00) succeeds in the amount of \$100.00.

Summary of Decision

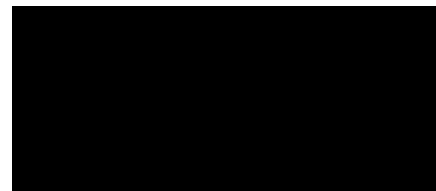
26. The landlord shall pay the tenant \$611.84 as follows:

Rent refunded	\$500.00
Compensation for inconvenience	211.84
Less: value of possessions	100.00

Total \$611.84

September 23, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office