

Residential Tenancies Tribunal

Application 2026-0591-NL

Angie Brenton
Adjudicator

Introduction

1. Hearing was held on 27 August 2026 at 1:45 pm.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, was represented [REDACTED] who attended the hearing via teleconference.
3. The respondent, [REDACTED] hereinafter referred to as the tenant, did not attend the hearing.

Preliminary Matters

4. The tenant was not present or represented at the hearing and I was unable to reach them by telephone at the start of the hearing. I left a voicemail containing instructions on how to call and waited for the required 15-minute grace period. This Tribunal's policies concerning notice requirements and hearing attendance have been adopted from the Rules of the Supreme Court, 1986. According to Rule 29.05(2)(a) respondents to an application must be served with the claim and notice of hearing 10 clear days prior to the hearing date and, where the respondents fail to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondent's absence so long as they have been properly served.
5. The landlord provided an affidavit (LL#1) stating that they served the tenants of notice of hearing electronically on 26 June 2026 and submitted proof that it was forwarded to the email provided by the tenant for tenancy-related communication. In accordance with the *Residential Tenancies Act, 2018* this is considered good service.
6. The landlord submitted a lease assignment agreement indicating that the tenant assumed the tenancy effective 1 April 2026 (LL#2). The agreement established a monthly rent of \$1,120.00 on a month-to-month basis, payable on the first day of each

month. The landlord testified that a security deposit in the amount of \$810.00 was paid at the commencement of the tenancy and remains in the landlord's possession.

Issues before the Tribunal

7. The landlord is seeking:
- Rent paid;
 - Compensation paid for damages;
 - Other-administrative fees; and
 - Security deposit applied against payment owed.

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: Rent Paid - \$1,120.00

Relevant Submission

9. The landlord submitted that the tenant took over the tenancy by way of a lease assignment effective 1 April 2026 and provided a notice to terminate the tenancy on 31 May 2026. They provided a rental ledger (LL#3) showing rent owing for the month of May 2026 in the amount of \$1,120.00.

Landlords Position

10. The landlord alleged that as the notice was not provided in accordance with the *Act* and the tenant vacated at the end of May, the tenant remained responsible for the rent owing for May 2026. The landlord affirmed they are seeking rent arrears in the amount of \$1,120.00.

Analysis

11. The evidence establishes that the tenant provided notice to the landlord that they were terminating the tenancy effective 31 May 2026. Although the tenancy ended on 31 May 2026, the tenant remained responsible for the rent owing for the May 2026 rental period. LL#3, together with the landlord's testimony, establishes that the rent for May 2026 remains outstanding. I find that the tenant was obligated under the tenancy agreement to pay rent for the May 2026 rental period and failed to do so. The tenant was not present to dispute the testimony. On a balance of probabilities, I find that the tenant breached the tenancy agreement and that the landlord is entitled to recover unpaid rent in the amount of \$1,120.00.

Decision

12. The landlords claim for rent paid is successful.

Issue #2: Compensation paid for damages-\$661.25

Relevant Submission

13. The landlord submitted photographs taken during an inspection of the rental premises on 2 June 2026. The photographs showed that the unit was not properly cleaned (LL#4), as well as furniture and other miscellaneous items remaining in the premises (LL#5) that required removal. The landlord also submitted a quote for the cleaning and garbage removal services (LL#6)

Landlord's Position

14. The landlord testified that the tenant failed to leave the rental premises in a clean condition upon vacating and left various items behind, including furniture and miscellaneous belongings. As a result, the landlord submitted that they incurred costs for cleaning and garbage removal before the unit could be prepared for a new tenancy. The landlord testified that upon inspecting the rental premises on 2 June 2026, they found that the unit had not been properly cleaned and that various items, including furniture and miscellaneous belongings, had been left behind. The landlord stated that cleaning services and item removal services were required before the unit could be prepared for a subsequent tenancy.

Analysis

15. **Damage Claim #1:** LL#4 submitted by the landlord establishes that the rental premises were not left in a reasonably clean condition at the end of the tenancy and that it was reasonable for the landlord to acquire a cleaning service to ensure the unit was in proper condition for a new tenancy. LL#6 demonstrates the quoted costs for the service. The tenant did not attend the hearing and was therefore not present to dispute the landlord's evidence. On a balance of probabilities, I find that the landlord is entitled to recover cleaning costs in the amount of \$287.50.
16. **Damage Claim #2:** LL#5 demonstrates that items belonging to the tenant remained in the rental premises following the termination of the tenancy and required removal. As noted above, LL#6 demonstrates the quoted cost incurred by the landlord for the removal of those items. The tenant did not attend the hearing and was therefore not present to dispute the landlord's evidence. I accept the landlord's evidence that the removal services were necessary. On a balance of probabilities, I find that the landlord is entitled to recover the cost of garbage removal in the amount of \$373.75.

Decision

17. The Tribunal finds that the landlord's claim for compensation for damages is successful in the amount of \$661.25.

Issue# 3: Other-Administrative fees -\$132.25

Relevant Submission.

18. LL#2, the lease agreement, specifically section 7, provides for the recovery of administrative fees associated with costs incurred by the landlord as a result of work required following the termination of a tenancy.

Landlord's Position

19. The landlord submitted that, as the tenant failed to properly clean the rental premises and left items behind requiring removal, the landlord incurred expenses related to cleaning and item removal. As a result, the landlord submits that the administrative fee set out in the rental agreement is payable by the tenant.

Analysis

20. As discussed under Issue #2, I have found that the tenant failed to leave the rental premises in a clean condition and left items behind after vacating, resulting in the landlord incurring cleaning and removal costs. I further found that these losses were established by the landlord's evidence.
21. Given that the administrative fee forms part of the rental agreement and is triggered by move-out related expenses incurred by the landlord, I find that the landlord is entitled to recover the administrative fee claimed.
22. Accordingly, I find that the landlord is entitled to administrative fees in the amount of \$132.25.

Decision

23. The landlords claim for other-administrative fee is successful.

Issue #4: Security Deposit applied against payment owed

Relevant Submission

24. The landlord submitted into evidence a receipt (LL#7) and stated that a security deposit was paid toward the tenancy in the amount \$810.00. They also submitted a copy of the lease addendum-assignment (LL#2) that establishes that the former tenants relinquished

any interest in the security deposit and authorized the landlord to retain the deposit on behalf of the assignee tenant.

25. I find that the security deposit transferred with the lease assignment and was held by the landlord as the security deposit for the tenant following the effective date of the assignment. As the landlords claim for rent has been successful, the landlord shall retain that deposit as outlined in this decision and attached order.
26. Section 14(7) of the Act states that the landlords 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 landlord stated the Security Deposit was paid at the start of the tenancy in June 2018. The rate was set to 1% cumulative simple annual interest in 2024 & 2025, and 0% for all other years. Total interest at the date of hearing is \$16.20, for a total of \$826.20.

Decision

27. The landlord's claim to retain the security deposit is successful.

Summary of Decision

28. The tenant shall pay the landlord \$1,107.30 as follows

a) Rent.....	\$1,120.00
b) Damages.....	\$ 661.25
c) Other.....	\$ 132.25
d) Hearing Expense Fee.....	\$ 20.00

LESS: security deposit & interest \$ 826.20

Total \$1,107.30

September 18, 2026

Date

Angie Brenton, Adjudicator
Residential Tenancies Office