

Residential Tenancies Tribunal

Application 2025-0008-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 9-April-2025 at 9:04 am.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, was represented at the hearing by their authorized representative and property manager [REDACTED], who attended via teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as the tenants, also attended via teleconference. They were assisted in the presentation of their evidence by their representative [REDACTED] of the [REDACTED] ("the [REDACTED]") as well as translator [REDACTED], all of whom attended via teleconference.

Preliminary Matters

4. The tenants acknowledged that they received notice of the hearing at least ten days before the hearing date.

Issues before the Tribunal

5. Should the landlord's claim for unpaid rent succeed?
6. Should the landlord's claim for damages succeed?

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* (the *Act*).

Issue 1: Damages

8. The landlord claims for damages in the amount of \$167.37, divided amongst three items: the cost of a toilet seat, the cost of replacement window blinds, and the cost of cleaning the premises. In accordance with the Residential Tenancies Program Policy and Procedure Guide policy 09-003, to succeed in a claim for damages a landlord must

provide sufficient evidence to establish that the property was damaged by a wilful or negligent act of a tenant or a person a tenant allowed on the property, the extent of that damage, and the cost of repair or replacement. This should include documentary evidence where possible.

9. In the present case, the landlord did not provide any documentary evidence showing the damages or the cost of repair. I am unable to assess the extent of the damages, if any. The tenants denied responsibility for the toilet seat and denied leaving the house in an unclean state but acknowledged that they damaged the window blinds. However, given that window blinds have a short life expectancy, and the landlord was unable to provide the age of the original items, depreciation cannot be accounted for and the amount of any damages cannot be calculated.
10. The landlord has provided insufficient evidence to establish their claim for damages, which therefore fails.

Issue 2: Unpaid Rent

11. The landlord seeks unpaid rent in the amount of \$5600.00, which represents two months rent at the monthly rate of \$2800/month. They testified that the tenancy was a fixed term set to end on 31-January-2025. The landlords testified that they gave the tenants a letter (LL#2) dated 25-October-2024. In this letter the property manager expresses dissatisfaction with the state of the premises, identifies specific issues they wish the tenants to address, and asks that the tenants resolve these issues by 29-October-2024. It explains that failure to address these issues could result in legal action, and a copy of the rules regarding early termination follows.
12. According to the tenant's testimony, they misunderstood this letter to itself function as a termination notice. The property manager testified that he believed all parties understood and had agreed to remedy the alleged issues. He further testified that about a week or perhaps ten days after this letter was provided, the tenants notified him verbally that they had found another place to stay and would be vacating by 1-December-2024. The property manager testified that he met with the tenants as well as the representative from the [REDACTED] to attempt to clarify the situation. Later, the tenants did indeed vacate as of 1-December-2024.
13. The landlord seeks rent for the months of December 2024 and January 2025 in lieu of notice of termination. While it was the result of a misunderstanding, the facts are clear that the tenants did not provide a notice of termination as required under s. 18(1)(c) of the *Act*. They could therefore be found liable for lost rent caused by their sudden departure.
14. S. 10(1) of the *Act*, statutory condition 4 requires that when a tenant vacates the premises, the landlord shall attempt to mitigate damages caused by the abandonment to the extent required by law. In general legal terms, a party to a contract (e.g., a lease agreement) cannot recover losses that could have been avoided by taking reasonable steps post-breach. When discussing abandonment, this means that a landlord must take reasonable steps to look for a new tenant or tenants. At the hearing, I asked the property manager if he looked for a new tenant. He replied that he did not. He explained that the

alleged damages had to be fixed first. The alleged damages were a single toilet seat, four hours of cleaning, and a set of window blinds. I accept that sometimes a premises has suffered such damage that it must be restored before a tenant can be found, though steps can usually be taken to begin the advertising process before this. The property manager said that due to "the nature of the house" it was difficult to rent with the damages. New tenants were found for 1-February-2025. I asked the property manager when the advertisements went up, and he said it was about two weeks after the tenants moved out.

15. The representative from the [REDACTED] highlighted that the current rental market is high demand and low supply. I accept this as fact based on his testimony and take notice of it from the experience of this tribunal. He questioned the property manager's testimony that it was difficult to find tenants to rent a four-bedroom property in [REDACTED].
16. To recap, the landlord demonstrated that the tenants breached the lease. The issue of mitigation arose. The property manager advised that he did not take steps to mitigate the losses immediately, but this omission was necessary due to the alleged damages caused by the tenants. The decision as to whether or not award unpaid rent therefore turns on the damages. As the claim for damages failed (see above), the claim for unpaid rent also fails.

Decision

17. The landlord's claim for damages fails.
18. The landlord's claim for unpaid rent fails.

Summary of Decision

19. The landlord's claim fails.

9-July-2025

Date

[REDACTED]
Seren Cahill
Residential Tenancies Office