

Residential Tenancies Tribunal

Application 2025-0311-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:59 p.m. on 12-May-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as “the tenants” did not attend.

Preliminary Matters

4. The tenants were not present or represented at the hearing and I was unable to reach them by telephone at the start of the hearing. 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 claim and the notice of hearing 10 clear days prior to the hearing date and, where the respondent fails 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. The landlord submitted 2 affidavits with his application stating that he had served the tenants with the notice of hearing electronically by email to; [REDACTED] and [REDACTED] on 30-April-2025 (LL#1). The landlord submitted proof of email addresses and proof of sent emails (LL#2). In accordance with the *Residential Tenancies Act, 2018* this is good service. As the tenants were properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in their absence.
5. There was a fixed term rental agreement which commenced on 15-December-2024 with a previous landlord. The applicant purchased the unit on 11-February-2025. The landlord is unsure as to when the tenants vacated the unit and testified that he learned of their departure on 2-April-2025 and the keys were returned to the unit on 3-April-2025. Rent was \$2300.00 per month, due on the first day of each month. A security deposit of \$1150.00 was paid on 30-December-2024 and transferred to the applicant during the purchase of the property and is in his possession.

Issues before the Tribunal

6. The landlord is seeking:
 - Validity of termination notice determined
 - Rent paid \$2300.00
 - Damages \$250.00
 - Hearing expenses \$20.00
 - Security deposit applied against monies owed \$1150.00

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. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 14: Security deposit and Section 34: Requirements of notices. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Policy Manual*; Section 9-3: Compensation for damages to rented premises and Section 12-1: Costs.

Issue # 1: Validity of Termination Notice

Rent Paid \$2300.00

Landlord's Position

9. The landlord testified that he is unaware as to when the tenants vacated the unit and stated that he contacted them on 2-April inquiring about payment of rent for that month at which time he was informed that the tenants no longer resided at the premises. The landlord testified that the tenants returned the keys to the unit on 3-April-2025 with absolutely no prior notice that they would be terminating the tenancy. The landlord is seeking rent to be paid in full in the amount of \$2300.00 for the month of April 2025.

Analysis

10. Section 34 of the *Residential Tenancies Act, 2018*; Requirements for Notices states:

Requirements for Notices

34. A notice under this Act shall

- a) be in writing in the form prescribed by the Minister;*
- b) contain the name and address of the recipient;*
- c) identify the residential premises for which the notice is given; and*
- d) state the section of this Act under which the notice is given.*

11. In accordance with Section 34 of the *Act* as stated above, I find that the tenants did not give the landlord a notice in writing that they would be vacating the unit, nor did they state which section of the *Act* under which they would be discontinuing their contract. For those reasons, I find that the tenants failed to give the landlord a proper termination notice and as such, the tenants are responsible for rent to be paid for the month of April.

Decision

12. The tenants did not provide the landlord with a valid notice.
13. The landlord's claim for *rent paid* succeeds in the amount of \$2300.00.

Issue # 2: Compensation paid for Damages \$250.00

Landlord's Position

14. The landlord testified that there was damage to the walls in the living room and the master bedroom and he is seeking the cost to repair the walls in the amount of \$250.00. The landlord testified that the tenants acknowledged responsibility for causing the holes in the walls and offered to pay \$100.00 to repair the walls. The landlord submitted a copy of an email thread showing the conversation to support the claim (LL#3). The landlord also submitted photographs of the walls to support the claim (LL#4).

Analysis

15. 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)*

16. In accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord was able to show that the damage existed, and he was able to show that the tenants were responsible for the damage. The landlord failed to show the cost to repair the walls, however based on the exhibits entered into evidence, I find that it is not unreasonable to expect that it would cost \$250.00 to repair the walls. For those reasons, I find that the tenants are responsible for the cost to repair the walls in the amount of \$250.00.

Decision

17. The landlord's claim for *compensation for damages* succeeds in the amount of \$250.00.

Issue # 3: Hearing expenses \$20.00

Analysis

18. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#5). In accordance with Section 12-1 of the *Residential Tenancies Policy Manual*, claimable costs may include the filing fee. As the landlord's claim has been successful, the tenants shall pay the hearing expenses.

Decision

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

Issue # 4: Security deposit applied against monies owed \$1150.00

Analysis

20. 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).*

21. The landlord's claim for losses has been successful as per paragraphs 12, 16 and 18 above and as such, the security deposit shall be applied against monies owed. 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 2024-2025 is 1%.

Decision

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

Summary of Decision

23. The tenants did not provide the landlord a valid termination notice.

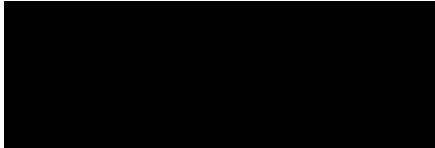
24. The tenants shall pay the landlord \$1415.28 as follows:

Rent paid	\$2300.00
Compensation paid for damages	250.00
Hearing expenses	20.00
Less: security deposit & interest.....	1154.72

Total \$1415.28

May 14, 2025

Date


Pamela Pennell, Adjudicator
Residential Tenancies Office