

Residential Tenancies Tribunal

Application 2025-0340-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:07 a.m. on 13-May-2025.
2. The applicant, [REDACTED], hereinafter referred to as "the tenant" attended by teleconference.
3. The respondent, [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 to; [REDACTED] on 23-April-2025 (TT#1). The landlord confirmed receipt of the document on that date. In accordance with the *Residential Tenancies Act 2018*, this is good service.
5. There was a verbal month-to-month rental agreement that commenced on 1-April-2025. The tenant vacated the unit on 2-April-2025. Rent was \$1075.00 per month, due on the first day of each month. A security deposit of \$806.00 was paid on 26-March-2025 and is in the landlord's possession.

Issues before the Tribunal

6. The tenant is seeking:
 - Refund of rent \$1075.00
 - Refund of security deposit \$806.00
 - Compensation for inconveniences \$752.59
 - Hearing expenses \$20.00

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, Section 18: Notice of termination of rental agreement and Section 34: Requirements for notices. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Policy Manual*: Section 12-1: Recovery of costs.

Item # 1: Refund of Rent \$1075.00

Tenant's Position

9. The tenant testified that the landlord withheld information regarding the rental unit during the viewing and she stated that she realized upon taking possession of the property that there was a potential rodent problem at the unit which influenced her decision to vacate the unit. The tenant stated that she never stayed there and returned the keys to the landlord on 2-April-2025. The tenant testified that there were holes in the baseboards and SOS pads in the holes which was indicative of a rodent problem, and she testified that she saw a rodent trap outside the premises on the property. The tenant stated that both her and her son were not willing to reside in a rodent infested unit and she stated that she is seeking rent for the month of April to be returned in full.

Landlord's Position

10. The landlord disputed the tenants claim that there is a rodent problem at the unit, and she also disputed that the tenant vacated due to a rodent problem. The landlord testified that the tenant informed her via text message on 1-April at 9:22pm that she was unable to stay at the unit due to her son. The landlord testified that the tenant advised her that her son refuses to stay at the unit, said he was spooked and won't give it a chance. The landlord testified that the tenant apologized for her son and asked her to arrange something so she could get out her rental agreement. The landlord submitted a copy of the text message to support the claim (LL#1).

Analysis

11. Section 18 of the *Residential Tenancies Act, 2018* states:

Notice of termination of rental agreement

18. (1) A tenant shall give the landlord notice that the rental agreement is terminated and the tenant intends to vacate the residential premises

(b) not less than one month before the end of a rental period where the residential premises is rented from month to month;

.....

(9) In addition to the requirements under section 34, a notice under this section shall

(a) be signed by the person providing the notice;

(b) be given not later than the first day of a rental period;

(c) state the date, which shall be the last day of a rental period, on which the rental agreement terminates and the tenant intends to vacate the residential premises or the date by which the tenant is required to vacate the residential premises; and

(d) be served in accordance with section 35.

12. I accept that the tenant entered into a residential tenancy relationship with the landlord and took possession of the unit on 1-April-2025. I do not accept the tenant's testimony that she ended the tenancy due to a rodent problem within the unit. The landlord was able

to show a thread of text messages which supports that the tenant vacated the unit for other reasons. In accordance with Sections 18 and 34 of the *Act* as stated above, I find that the tenant did not have a right to end the tenancy without giving proper notice and if there was a rodent problem, she still would have had to give the landlord notice and time to rectify the problem. Landlords should not incur any financial loss due to the actions of tenants. I asked the landlord if she made every effort to mitigate her losses and re-rent the unit as soon as possible and she responded that she did and she stated that she thought she had a tenant to take possession on the 15-April however that fell through. I find that the tenant did not provide the landlord with a proper termination notice and I find that the tenant is responsible for rent for the month of April.

Decision

13. The tenant's claim for a *refund of rent* does not succeed.

Issue # 2: Refund of Security Deposit \$806.00

Analysis

14. 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).*

15. In accordance with Section 14 of the *Act* as stated above, the landlord failed to apply to the director to retain the security deposit and as such, I find that the landlord has an obligation to refund the security deposit in full to the tenant. 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 rate is calculated as simple interest and is not compounded. The annual interest rate for 2025 is 1%.

Decision

16. The tenant's claim for *refund of security deposit* succeeds.

Issue # 3: Compensation for Inconveniences \$752.59

Tenant's and Landlord's Positions

17. The tenant testified that it cost \$752.59 to rent a U-Haul to relocate from outside the Metropolitan area to St. John's on 1-April-2025 and she is seeking reimbursement from the landlord for her costs to move. The landlord disputed that she would be responsible for the tenant's cost to relocate.

Analysis & Decision

18. Tenants relocating may be an inconvenience but certainly is not an inconvenience that should be financially covered by a landlord. I find that the landlord is not responsible for the tenants moving costs.

19. The tenants claim for *compensation for inconveniences* does not succeed.

Issue # 4: Hearing expenses \$20.00

20. The tenant paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (TT#2). In accordance with Section 12-1 of the *Residential Tenancies Policy Manual*, filing fees can be claimable costs. As the tenant's claim for losses has not been successful, I find that the landlord is not responsible for the tenant's hearing expenses.

Decision

21. The tenant's claim for *hearing expenses* does not succeed.

Summary of Decision

22. The tenant's claim for a *refund of rent* does not succeed.

23. The tenants claim for *compensation for inconveniences* does not succeed.

24. The tenant's claim for *hearing expenses* does not succeed.

25. The landlord shall refund the security deposit plus interest to the tenant in the amount of \$807.08

May 23, 2025

Date

Pamela Pennell, Adjudicator
Residential Tenancies Office