

## Residential Tenancies Tribunal

Application 2025-0501-NL & 2025-0640-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 9:02 a.m. on 25-August-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.
3. The respondents and counter applicants, [REDACTED] (landlord 1) and [REDACTED] (landlord 2), hereinafter referred to as “the landlords” attended by teleconference.

### Preliminary Matters

4. The tenant submitted an affidavit with her application stating that she had served the landlords with the notice of hearing electronically by email on 11-July-2025 and the notice of rescheduled hearing on 8-August-2025 (TT#1). The landlords confirmed receipt of the documents on those dates. The landlords countered the claim and submitted an affidavit with their application stating that they had served the tenant with the notice of hearing electronically by email on 8-August-2025 (LL#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 verbal month-to-month sublet rental agreement that commenced on 12-May-2025. The tenant vacated the unit on 30-May-2025. Rent was \$733.00 per month, due on the last day of each month. A security deposit of \$600.00 was paid on 25-April-2025 and is in the landlord’s possession.
6. The tenant acknowledged that the security deposit paid exceeded the amount allowable and as such, the excess amount shall be considered “rent paid”. The tenant is also seeking hearing expenses.
7. The landlords amended the counter application to change compensation paid for inconvenience to rent paid and to seek \$733.00 for rent paid, to have the security deposit applied against monies owed and to seek hearing expenses.

### Issues before the Tribunal

8. The tenant is seeking:
  - Refund of security deposit \$549.75

- Refund of rent paid \$50.25
- Hearing expenses \$25.00

9. The landlords are seeking:

- Rent paid \$733.00
- Utilities paid \$32.66
- Hearing expenses \$45.00
- Security deposit applied against monies owed \$549.75
- Rent paid applied against monies owed \$50.25.

## **Legislation and Policy**

10. The jurisdiction of the Director of Residential Tenancies is outlined in Sections 46 and 47 of the *Residential Tenancies Act, 2018*. 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 is the following section of the *Residential Tenancies Policy*: Section 12-1: Recovery of costs.

### **Issue # 1: Rent paid \$733.00**

#### Landlord's and Tenant's Positions

11. The landlords testified that the tenant sublet a room and moved into the unit on 12-May-2025 and gave them a verbal notice on 15-May that she would be vacating at the end of the month. Landlord 1 stated that the tenant did not provide a standard 1-month notice and they are seeking rent to be paid in full for the month of June in the amount of \$733.00. The tenant did not dispute that she failed to give a 1-month notice, however she stated that the landlords informed her that they would be ending their tenancy with the property owner early on 30-June-2025, and she stated that it was in her best interest to seek a new place of residence as soon as possible. The tenant disputes that she should be responsible for rent for the month of June.

#### **Analysis**

12. 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 the Act under which the notice is given*

13. I asked the landlords if they had informed the tenant that they would be ending their tenancy with the owner of the property at the end of June and landlord 1 responded that they did not. Landlord 1 stated that they decided to end their tenancy with the owner only after the tenant informed them that she would be moving out at the end of May. Landlord 1 stated that they had no choice but to end their tenancy as the situation caused them undue financial hardship. I asked the tenant if she could provide written correspondence showing that the landlords had informed her that they would be ending their tenancy with the owner of the property at the end of June

and she responded that she could not and I also asked the tenant if there was some other reason why she wanted to end the tenancy early and she responded that there was not.

14. I do not accept the tenant's testimony that the landlords informed her that they would be ending their tenancy with the owner at the end of June and as such, I do not accept that the tenant had a reason to end the tenancy without providing a standard 1-month termination notice. I accept the landlord's testimony that they decided to end their tenancy with the property owner after they received notice from the tenant that she would be vacating at the end of May.
15. In accordance with Section 34 of the *Act* as stated above, the tenant was required to give a standard 1-month termination notice and as she failed to do so, I find that the tenant is responsible for rent to be paid for the month of June in the amount of \$733.00.

### **Decision**

16. The landlord's claim for rent paid succeeds in the amount of \$733.00.

### **Issue # 2: Utilities paid \$32.66**

#### Landlord's and Tenant's Positions

17. The landlords testified that the tenant had agreed to share the utilities at 1/3 of the cost and landlord 1 stated that the tenant did not pay any monies toward the *NL Power* bill during the tenancy. The landlords are seeking \$32.66 to cover the tenants share of the bill for the 19 days that she resided at the unit. The landlords submitted a copy of the utilities bill to support the claim (LL#2). The tenant did not dispute that she owes monies for the outstanding utility bill, nor did she dispute the amount claimed by the landlords.

### **Analysis**

18. As the tenant did not dispute the landlord's claim for payment of the utility bill, I find that the tenant shall pay \$32.66 for the utility bill as sought by the landlords.

### **Decision**

19. The landlord's claim for utilities paid succeeds in the amount of \$32.66.

### **Issue # 3: Hearing expenses**

### **Analysis**

20. The tenant incurred hearing expenses and paid a *Commissioner of Oath* fee in the amount of \$25.00 and she is seeking to be reimbursed for the cost. The landlords paid an application fee of \$20.00 to *Residential Tenancies* and also incurred a *Commissioner of Oath* fee in the amount of \$25.00 and they are seeking to be reimbursed for their costs. The landlords submitted a copy of the receipts to support the claim (LL#3).
21. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual*, filing fees and other administrative fees can be claimable costs. As the landlord's claim for losses has been successful, I find that the tenant is responsible for the hearing expenses.

## Decision

22. The tenant's claim for hearing expenses does not succeed.
23. The landlord's claim for hearing expenses succeeds in the amount of \$45.00.

## Issue # 4: Refund of Security Deposit

### Security Deposit & rent paid to be applied against monies owed

## Analysis

24. Section 14 of the *Residential Tenancies Act, 2018* deals with security deposits, and the relevant subsections state:

### 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).
  - (12) A landlord who does not make an application in accordance with subsection (11) shall return the security deposit to the tenant.

25. The landlord's claim for losses has been successful as per paragraphs 16, 19 and 23 as stated above, and as such the security deposit and excess monies paid (rent) 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 2025 is 1%.

## Decision

26. The tenant's claim for a refund of security deposit does not succeed.
27. The landlord's claim to have the security deposit and excess monies classified as rent to be applied against monies owed succeeds.

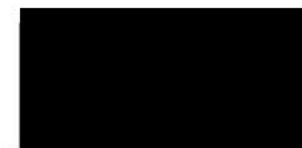
## Summary of Decision

28. The tenant shall pay the landlords \$208.81 as follows:

Rent paid .....	\$733.00
Utilities paid .....	32.66
Hearing expenses .....	45.00
Less: security deposit .....	549.75
Less: interest (on \$549.75) .....	1.85
Less: excess monies paid (rent) .....	50.25
Total .....	<u>\$208.81</u>

August 27, 2025

Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office