

Residential Tenancies Tribunal

Application 2025-0519-NL & 2025-0589-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:52 p.m. on 11-August-2025.
2. The applicant, [REDACTED], hereinafter referred to as "the tenant" attended by teleconference.
3. The respondent and counter applicant, [REDACTED], represented by [REDACTED], hereinafter referred to as "the landlord" attended by teleconference.

Preliminary Matters

4. The tenant submitted an affidavit with his application stating that he had served the landlord with the notice of hearing electronically by email to; [REDACTED] and by text to; [REDACTED] on 7-July-2025 and again on 24-July-2025 (TT#1). The landlord confirmed receipt of the documents on those dates. The landlord 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 to; [REDACTED] on 22-July-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 fixed term rental agreement that commenced on 4-July-2024. The tenant vacated the unit on 30-May-2025. Rent was \$1500.00 per month, due on the last day of each month. A security deposit of \$1125.00 was paid on 4-July-2024 and is in the landlord's possession.

Issues before the Tribunal

6. The tenant is seeking:
 - Refund of security deposit \$1125.00.
7. The landlord is seeking:
 - Rent paid \$1500.00
 - Hearing expenses \$20.00
 - Security deposit applied against monies owed \$1125.00.

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*. 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 \$1500.00

Landlord's and Tenant's Positions

9. The landlord's representative testified that the tenant sent him an email dated 19-May-2025 stating that he will be ending the tenancy (TT#2), and he stated that the tenant proceeded to vacate the unit on 30-May-2025. The landlord's representative stated that he informed the tenant that he could not do that as he was in a fixed term agreement. The landlord is seeking rent to be paid for the month of June in the amount of \$1500.00. The tenant disputed that he should pay rent for the month of June and he testified that he was forced to leave the premises early due to on-going issues within the unit and he submitted a copy of various text messages and emails to the landlord to support the claim (TT#3).

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 the Act under which the notice is given*

11. I accept the tenant's testimony and the exhibits entered into evidence that show that there were on-going problems within the unit that required attention and I find that the tenant had the right to either give a standard three month termination notice prior to the end of the lease on 30-June-2025 or ask to have rent paid in trust until such time as the necessary repairs were completed. In accordance with Section 34 of the Act as stated above, the tenant did not have the right to say he was leaving with no departure date confirmed and without stating the section of the Act under which the notice was given. For those reasons, I find that the tenant gave the landlord an invalid termination notice and as such, I find that the tenant is responsible for rent to be paid for the month of June in the amount of \$1500.00.

Decision

12. The landlord's claim for rent paid succeeds in the amount of \$1500.00.

Issue # 2: Hearing expenses \$20.00

13. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#2). In accordance with Section 12-1 of the

Residential Tenancies Policy Manual, filing fees can be claimable costs. As the landlord's claim for losses has been successful, I find that the tenant is responsible for the landlord's hearing expenses.

Decision

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

Issue # 3: Refund of Security Deposit \$1125.00 Security Deposit to be applied against monies owed

Analysis

15. 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.

16. The landlord's claim for losses has been successful as per paragraphs 12 and 14 as stated 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

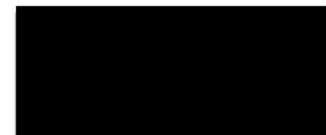
17. The tenant's claim for a refund of security deposit does not succeed.

18. The tenant shall pay the landlord \$382.54 as follows:

Rent paid	\$1500.00
Hearing expenses	20.00
Less security deposit & interest	1137.46
Total	<u>\$382.54</u>

August 13, 2025

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office