

## Residential Tenancies Tribunal

Application 2025-0641-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 26-August-2025 at 9:01 am.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as the landlords, attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, also attended via teleconference.

### Preliminary Matters

4. The respondent confirmed that she received notice of this hearing more than ten days in advance of the hearing date.
5. The landlord's application originally included a claim for compensation for inconvenience, but he withdrew the claim on the day of the hearing.

### Issues before the Tribunal

6. Should the landlord's claim for unpaid rent and late fees succeed?
7. Should the landlord's claim for damages succeed?
8. What is the proper disposition of the security deposit?

### Legislation and Policy

9. 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: Unpaid Rent

10. The landlord claims \$3288.00 in unpaid rent. A rent ledger was provided in support of this (LL#1).

11. The landlord testified that he had charged \$1500.00/month for the rent but, when the tenant had expressed concern over the cost of tenant's insurance, he had discounted the rent by \$12.00/month to allow her to save the cost of the insurance. He now questions whether the tenant ever actually acquired tenant's insurance and seeks to be reimbursed for the \$12/month back to July 2023, for a total of \$276.00.
12. The lease listed tenant's insurance as the tenant's responsibility and is annotated with the words "proof upon request." The tenant maintains that she has tenant's insurance.
13. The landlord's offer to discount the rent equal to the amount the tenant was paying for tenant's insurance, as seen in T#1, was given unconditionally; it was effectively a gift. While the landlord is not obligated to continue the discount for the remaining rent owed, he cannot now seek the return of what has already been discounted.
14. The landlord also seeks unpaid rent for the months June and July 2025. The landlord testified that he provided the tenant with a notice of termination for the end of July. The tenant subsequently provided him with a notice of termination (LL#2) on 6-June-2025 for 5-July-2025. The landlord testified that he initially accepted this under the misapprehension that the tenant had already paid the last month's rent. Subsequently he realized that was not the case and seeks rent in lieu of notice, as LL#2 is invalid under s. 18(9) of the *Act*.
15. Parties agree that the landlord accepted the tenant's notice and that the tenant vacated on 5-July-2025. The tenant vacated the premises on the understanding that their notice had been accepted. The landlord is now estopped from seeking rent for days which the tenant did not have possession of the premises.
16. A daily rate must be calculated. The correct formula for determining a daily rate is found by multiplying the monthly rent by the 12 months and dividing by the 365 days of the year. In the present case, the daily rate is  $\$1500/\text{month} \times (12 \text{ months}/365 \text{ days}) = \sim \$49.32/\text{day}$ . The rent owing for July 2025 is therefore \$246.58. The total rent owing is therefore \$1746.58.
17. The landlord also seeks \$579.00 in late fees. S. 15(1) of the *Act* states that where a tenant does not pay rent for a rental period within the time stated in the rental agreement, the landlord may charge the tenant a late payment fee in an amount set by the minister. The minister has set the rate for late fees at \$5.00 for the first day and \$2.00 for each day thereafter, to a maximum of \$75.00. As rent has been owing for more than 35 days, the maximum late fee applies.
18. The landlord's claim for unpaid rent succeeds in the amount of \$1746.58 and his claim for late fees succeeds in the amount of \$75.00.

## **Issue 2: Damages**

19. The landlord claims \$250.00 in compensation for damages. In accordance with the Residential Tenancies Program Policy and Procedure Guide, Policy 9-003, when a landlord makes a claim for damages, they must provide sufficient evidence to establish the extent and nature of any damages, that the damage was caused by a wilful or negligent act of a tenant or a person they allowed on the premises, and the cost of repair

or replacement. This should include documentary evidence wherever reasonably possible.

- 20. The landlord claims the \$250.00 in compensation for the alleged failure of the tenant to maintain the lawn. LL#4 is a picture of the lawn where it seems to be overgrown, taken on the 2<sup>nd</sup> or 3<sup>rd</sup> week of July. LL#3 is a record of an e-transfer which the landlord paid to have the lawn mowed. The landlord testified that the lawn was overgrown to the point that it had to be trimmed with a handheld string trimmer before it could be mowed with a traditional mower. The tenant maintains that the lawn was regularly maintained and was last mowed perhaps a week before she moved out. The landlord suggested that the level of growth shown in LL#4 could not grow in just 3 or 4 weeks.
- 21. Unfortunately, LL#4 is a picture of somewhat low quality. With only this photo to rely on, I am not satisfied on a balance of probabilities that the tenant's negligence caused the lawn to become overgrown. It is expected that the lawn would need to be mowed after 2-3 weeks.
- 22. This portion of the landlord's claim fails.

**Issue 3: Security Deposit**

- 23. The landlord is owed moneys and may therefore apply the security deposit against the sum owed. In this case, the security deposit was \$750.00 that was paid on or about 1-July-2022.
- 24. S. 14(7) of the *Act* states that a landlord shall credit interest to the tenant on the full amount or value of the security deposit, at the rate prescribed by the regulations, during the time the security deposit is held by the landlord. The regulations prescribe an interest rate of 0% for the years 2022 and 2023, and a simple cumulative interest rate of 1% annual for the years 2024 and 2025. Calculated to the date of the hearing, the total interest is \$12.41.

**Decision**

- 25. The landlord's claim for unpaid rent succeeds in the amount of \$1746.58.
- 26. The landlord's claim for late fees succeeds in the amount of \$75.00.
- 27. The landlord's claim for damages fails.
- 28. The landlord may apply the security deposit and interest, valued at \$762.41, against moneys owed.

**Summary of Decision**

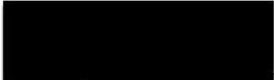
- 29. The tenant shall pay \$1059.17 to the landlord as follows:

Unpaid Rent.....\$1746.58  
Late Fees.....\$75.00

Less Security Deposit.....-(\$762.41)

Total.....\$1059.17

4-September-2025  
Date

  
Seren Cahill  
Residential Tenancies Office