

Residential Tenancies Tribunal

Application 2025-0655-NL

Michael Reddy
Adjudicator

Introduction

1. Hearing was held at 9:15 AM on 19-August-2025 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, attended the hearing.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, did not attend and was not represented.

Preliminary Matters

4. The tenant was not present or represented at the hearing and I was unable to reach them by telephone prior to 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 notice of the 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 he/she has been properly served. The landlord submitted an affidavit with the application stating that the tenant was served with the notice of the hearing electronically ([REDACTED]) on 7-August-2025 at approximately 2:39 AM (L#1). In accordance with the *Residential Tenancies Act (the Act)*, 2018, this is good service. As the tenant was properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in his absence.
5. There was a written 12-month fixed term rental agreement (L#2) which commenced on 1-October-2024. Rent was set at \$700.00 due on the 1st of each month. There was a security deposit of \$400.00 collected prior to the tenancy on 1-October-2024 and still in possession of the landlord. The tenant vacated the rental premises either the end of April 2025 or during the first week of May 2025.

6. The disposition of the security deposit will also be determined in this decision.

Issues before the Tribunal

7. The landlord is seeking:
- rental arrears in the amount \$1400.00
 - late fees in the amount \$150.00
 - hearing expenses in the amount \$40.00

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 case are S. 14 and S. 15 of the *Residential Tenancies Act, 2018*; and Residential Tenancies Policy 10-001: Security Deposit and 12-001: Costs.

Issue 1: Rent Paid/ Late Fees

Landlord Position

9. The landlord testified there was a fixed term rental agreement in place until 30-September-2025 and the tenant had contacted him in April 2025 and suggested he was short on money, and he would pay for April and May 2025 rent once it was received. The landlord stated he attempted to contact the tenant in May 2025 in relation to the outstanding rent and he was unable to secure contact with the tenant.
10. The landlord was informed by another tenant at the rental premises that the tenant had vacated by either the end of April 2025 or the first week of May 2025. The landlord testified the tenant vacated the rental premises with out issuing a termination notice and he was seeking rental arrears for April and May 2025 in the amount of \$1400.00. The landlord testified the rental premises was rented one month after the tenant vacated.
11. The landlord stated rent had been paid in full by the tenant for March 2025 and he was seeking late fees in the amount of \$150.00. Along with his application, the landlord supplied a rental ledger (L#3) partially reproduce below which included a late fee charge:

Date	Transaction	Due	Payment	Balance
1-April-25	Rent Due	\$700.00	\$0.00	\$700.00
1-May-25	Rent Due	\$700.00	\$0.00	\$1400.00
	Late Fees	\$150.00	\$0.00	\$1550.00

12. As indicated herein, the tenant paid rent in full for March 2025. The landlord testified after being informed by another tenant of the rental premises, the tenant vacated the property towards the end of April or within the first week of May 2025.

Analysis

13. Upon review of the rental agreement (L#2), I observe there is a fixed term agreement which started on 1-October-2024 until 30-September-2025 signed by both parties.
14. Section 18 of *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

.....

(c) not less than 2 months before the end of the term where the residential premises is rented for a fixed term.

.....

15. The landlord offered testimony the tenant did not supply a termination notice. He also failed to notify the landlord that he was vacating. As the tenant did not supply a termination notice, and the landlord demonstrated that he made attempts to mitigate his losses once he discovered the tenant had left by re-renting, I find the tenant is therefore responsible for the rent payments for April and May 2025 in the amount of \$1400.00.
16. In relation to \$150.00 claimed for late fees, Section 15 of the Act states:

Fee for failure to pay rent

(1) 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.

17. Residential Tenancies Policy 2-4; Deposits, Payments and Fees states that “when rent is not paid on time, a landlord may charge a late fee of \$5.00 for the first day rent is in arrears and \$2.00 for each additional day that the rent remains in arrears in any consecutive number of rental periods up to a maximum of \$75.00”.
18. As of the date of the hearing (19-August-2025), rental arrears have been confirmed as indicated herein. The tenant shall pay late fees in the maximum amount of \$75.00.

Decision

19. The landlord's claim for rental arrears and late fees succeeds in the amount of \$1475.00.

Issue 2: Hearing Expenses \$40.00

Landlord Position

20. The landlord provided a receipt (L#4) demonstrating payment of \$20.00 application fee and is seeking reimbursement. The landlord was also seeking a \$20.00 notary fee. There was a receipt supplied for the notary of service (L#5).

Analysis

21. In accordance with Residential Tenancies Program Policy 12-001, claimable costs may include filing fees and costs associated with serving the other party with the application such as registered mail. Upon review of L#1, I do observe the affidavit of service was sworn in another jurisdiction. Policy 12-001 also states, "the claimant is required to present receipts for any costs claimed". The costs associated with the notary has been supplied and is identified as \$19.15.

Decision

22. The landlord's claim for hearing expenses of \$39.15 succeeds.

Issue 3: Security Deposit

Landlord Position

23. The landlord testified the tenant paid a security deposit of \$400.00 prior to taking occupancy of the rental premises on 1-October-2024 and stated he is still in possession of the deposit.

Analysis

24. As monies are owing, and as the landlord's claim for compensation has succeeded, the security deposit, plus applicable interest at the rate prescribed by the *Security Deposit Interest Calculator* shall be applied against monies owed (\$400.00 + \$3.55) and reveals the landlord shall retain \$403.55.

Decision

25. The landlord shall retain the security deposit \$403.55.

Summary of Decision

26. The landlord is entitled to a payment of \$1110.60, determined as follows:

- a) Rental Arrears.....\$1400.00
- b) Late Fees.....\$75.00
- c) Hearing Expenses.....\$39.15
- d) **Less Security Deposit plus interest.....\$403.55**

- e) Total.....\$1110.60

26-November-2025

Date



Michael Reddy, Adjudicator
Residential Tenancies Office