

Residential Tenancies Tribunal

Application 2025-0671-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 2-September-2025 at 2:05 pm.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, attended via teleconference alongside her authorized representative [REDACTED].
3. The respondent, [REDACTED], hereinafter referred to as the tenant, did not attend.

Preliminary Matters

4. The tenant was not present or represented at the hearing and I was unable to reach them by telephone at 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 they have been properly served. The landlords submitted an affidavit (LL#34) with their application stating that they had served the tenant with notice of the hearing electronically on 14-August-2025 at 12:00 pm. 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 their absence.

Issues before the Tribunal

5. Should the landlord's claim for unpaid rent, late fees, and utilities succeed?
6. Should the landlord's claim for other compensation succeed?
7. What is the proper disposition of the security deposit?

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 (the *Act*).

Issue 1: Unpaid Rent, Late Fees, and Utilities

9. The landlord claims \$1100.00 in unpaid rent. This represents the \$550/month rent for the months of June and July 2025.
10. I accept the landlord's uncontradicted testimony. However, they also testified that the tenant left on 7-July-2025, as was required by the landlord (see LL#21). The landlord cannot collect rent for days which the tenant did not and could not have possession of the premises.
11. A daily rate must be calculated. The correct formula for determining a daily rate is 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 $\$550/\text{month}(12 \text{ months}/365 \text{ days}) \approx \$18.08/\text{day}$. Multiplying this by 7 yields the amount of rent due for July as \$126.58. The total rent owing is therefore \$676.58.
12. The landlord also claims \$186.00 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 amount for late fees as \$5.00 for the first day and \$2.00 for each day thereafter to a maximum of \$75.00. As rent has been overdue for more than 35 days, the maximum late fee applies.
13. The landlord also claims \$289.19 in utility bills, representing 1/3rd of the cost of electricity and 1/8th the cost of the internet bill, as two other tenants were using the same meter and seven other tenants were sharing the internet connection. The bills were provided (LL#23-LL#30).
14. The landlord's claim for unpaid rent succeeds in the amount of \$676.58.
15. The landlord's claim for late fees succeeds in the amount of \$75.00.
16. The landlord's claim for utilities succeeds in the amount of \$289.19.

Issue 2: Other

17. The landlord claims \$11.50 in other compensation. \$9.50 of this are for NSF fees, as allowed by s. 15(2) of the *Act* and as listed in LL#32. The other \$2.00 are an additional fee the landlord levies on payments by e-transfer, as allowed by Appendix B of the rental agreement and accepted by the tenant in LL#12.
18. The landlord's claim for other compensation succeeds in the amount of \$11.50.

Issue 3: Security Deposit

19. The landlord is owed moneys and may therefore apply the security deposit against the sum owed. The security deposit was \$412.50 received on 1-December-2023.

20. S. 14(7) of the *Act* states that the 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 set a 0% interest rate for 2023 and a simple cumulative interest rate of 1% annual for the years 2024 and 2025. Calculated for the date of the hearing, the total interest is \$6.91.

Decision

- 21. The landlord’s claim for unpaid rent succeeds in the amount of \$676.58.
- 22. The landlord’s claim for late fees succeeds in the amount of \$75.00.
- 23. The landlord’s claim for utilities succeeds in the amount of \$289.19.
- 24. The landlord’s claim for other compensation succeeds in the amount of \$11.50.
- 25. The landlord may apply the security deposit plus interest, valued at \$419.41, against the sum owed.

Summary of Decision

26. The tenant shall pay to the landlord \$632.86 as follows:

Unpaid Rent.....	\$676.58
Late Fees.....	\$75.00
Utilities.....	\$289.19
Other Compensation.....	\$11.50
Less Security Deposit.....	-\$419.41
Total.....	\$632.86

9-September-2025
Date


Seren Cahill
Residential Tenancies Office