

Residential Tenancies Tribunal

Application 2025-0713-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 1:53 p.m. on 11-September-2025.
2. The applicant, [REDACTED], was represented by [REDACTED], hereinafter referred to as “the landlord”, attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant”, attended via teleconference.

Preliminary Matters

4. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing electronically via email to [REDACTED] on 29-August-2025 (LL#1). The tenant stated that they never received a notice of the hearing. The landlord submitted proof of sent email and testified that this email address was provided by the tenant in the rental agreement and was previously used for the communication (LL#2). In accordance with the Residential Tenancies Act, 2018 as the landlord used the email address provided by the tenant and was able to show the proof of service, I find it to be a good service. I proceeded with the hearing.
5. There was a fixed-term rental agreement which commenced on 1-November-2024 for one year until 31-October-2025. The tenant stated that they vacated the unit on 27-July-2025. Rent was \$2200.00 per month, due on 1st of each month. A security deposit of \$1650.00 was collected on 1-October-2024 and is still in the landlord’s possession. The original rental agreement was between the landlord and two tenants, both tenants contributed equally to the security deposit, the other tenant vacated in December-2024, at which time the tenant stated they reimbursed their portion of security deposit.
6. The landlord amended their application to remove the request for vacant possession of the unit, as the tenant already vacated and to increase amount of rent from \$4400.00 as per their application to \$7039.00 including rent for the month of September and late fees.
7. The disposition of Security Deposit will be dealt within this decision.

Issues before the Tribunal

8. The landlord is seeking:

- Rent paid \$7039.00;
- Other expenses \$20.00.

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*.
10. Also, relevant and considered in this decision are the following section the *Residential Tenancies Act, 2018*: Section 14: Security Deposit.

Issue #1: Rent paid and late fees \$7039.00;

Landlord's Position:

11. The landlord is seeking rent, including late fees and fees for non-sufficient funds, in the total amount of \$7039.00 for the months of July, August and September. The rental ledger was submitted by the landlord to support their claim (LL#3). The landlord's representative testified that a termination notice was issued electronically on 25-July to the tenant to vacate the unit due to the non-payment of rent. However, they stated that the tenant never informed them that he had already vacated. The landlord's representative also acknowledged that they had a fixed-term rental agreement until 31-October-2025. The landlord's representative further stated that they had no knowledge of the tenant's intention to vacate the unit and disputed the tenant's claim that he had given notice. The landlord is seeking rent to be paid in full.

Tenant's Position:

12. The tenant testified that he never received the termination notice dated 25-July. He stated that he had electronically informed the landlord's worker at the end of June that he intended to vacate the unit by the end of August. However, the tenant stated that he actually vacated the unit on 27-July. The tenant testified that he never told the landlord he would be vacating on 27-July and acknowledged that, as he did not pay rent for July and August, he would remain responsible for both July and August rent. The tenant further stated that he sent an email to a worker at the property management company and also spoke by phone with someone from the company about his plans to vacate by the end of August. However, he could not recall the name of the person he spoke with or the date of the conversation.

Analysis

13. *Residential Tenancies Policy 2-4*; Deposits, Payments and Fees states:

Late payment fee:

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.

14. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid under a rental agreement by a tenant during the use or occupancy of a residential premises.
15. I accept the landlord's representative's testimony regarding the termination notice and the lack of proper communication from the tenant. The landlord's representative explained that

it looks like the tenant used an email address belonging to a former employee of the property management company who had not been with the company since early June. That email account was set up with an automatic reply indicating the employee was no longer with the company. I accept the landlord's representative's statement that the rental agreement does not show that the tenant was provided with the email address he claimed to have used, and even if he had attempted to use that address, the automatic reply would indicated that the worker was no longer employed with the company. Under these circumstances I find that the tenant did not properly notify the landlord of their intention to vacate, and the landlord was not aware that the tenant had vacated by the end of July and, as a result, was not in position to mitigate the loss of rental income after early termination of fixed-term rental agreement.

16. Therefore, I accept the landlord's representative's testimony that as rent was not paid since July and that they became aware the unit was vacated during the hearing and as such, I find the tenant to be responsible for the rent for the months of July, August and September as they had a fixed term rental agreement until 31-October. Therefore, with regards to the late fees and in accordance with Section 2-4 of the *Policy* as stated above, I find that that the maximum late fee of \$75.00 is allowed along with associated fees for non-sufficient funds.

17. The rental ledger is amended to show the calculation as follows:

Amended Rental Ledger 2025-0713-NL			
Date	Action	Amount	Total
June, 2025	balance		\$0.00
1 July, 2025	Rent due	\$2,200.00	\$2,200.00
29 July, 2025	NSF fee	\$45.00	\$2,245.00
31 July, 2025	NSF fee	\$45.00	\$2,290.00
1 August, 2025	Rent due	\$2,200.00	\$4,490.00
6 August, 2025	NSF fee	\$45.00	\$4,535.00
7 August, 2025	NSF fee	\$45.00	\$4,580.00
12 August, 2025	NSF fee	\$45.00	\$4,625.00
14 August, 2025	NSF fee	\$45.00	\$4,670.00
1 September, 2025	Rent due	\$2,200.00	\$6,870.00
	Late fees	\$75.00	\$6,945.00

Decision

18. The landlord's claim for rent and late fees succeeds in the amount of \$6945.00.

Issue # 2: Other expenses \$20.00.

Relevant Submission

19. The landlord paid \$20.00 for the application fee is seeking reimbursement. The landlord submitted a copy of the receipts to support the claim (LL#4).

Analysis

20. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual: Costs*, as the landlord's claim was successful as per paragraphs 18, the landlord will be awarded with \$20.00.

Decision

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

Issue # 3: Security deposit to be applied against any monies owed \$1650.00

Analysis

22. Section 14 of the *Residential Tenancies Act, 2018* states:

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).

23. The landlord's claim has been successful as per paragraphs 18 and 21 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 in 2024-2025 is 1%.

Decision

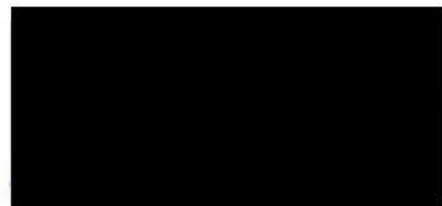
24. Security deposit plus interest of \$1667.48 shall be applied against monies owed.

Summary of Decision

25. The tenant shall pay the landlord \$5297.52 as follows:

Rent and late fees.....	\$6945.00
Other expenses	\$20.00
Less Security Deposit plus interest	\$1667.48
Total	\$5297.52

September 17, 2025
Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office