

Residential Tenancies Tribunal

Application 2025-0737-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:19 a.m. on 25-September-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as “the tenants” did not attend.

Preliminary Matters

4. The tenants were not present at the hearing, and I was unable to reach them by telephone, however I left a voice message with the toll-free number for tenant 2. 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 hearing 10 clear days prior to the hearing date and, where the respondents fail 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 landlord submitted 2 affidavits with his application stating that he had served the tenants with the notice of hearing electronically by email and text on 8-September-2025 (LL#1). The landlord submitted proof of service (LL#2). In accordance with the *Residential Tenancies Act, 2018*, this is good service.
5. There was a written month-to-month rental agreement which commenced on 1-April-2025. The tenants vacated the unit on 24-August-2025. Rent was \$1900.00 per month, due on the last day of each month. A security deposit of \$1425.00 was paid on 21-March-2025 and is in the landlord’s possession.

Issues before the Tribunal

6. The landlord is seeking:
 - Rent paid \$1600.00
 - Compensation paid for damages \$350.00
 - Hearing expenses \$20.00
 - Security deposit applied against monies owed \$1425.00

Legislation and Policy

7. The jurisdiction of the Director of Residential Tenancies is outlined in Sections 46 and 47 of the *Residential Tenancies Act, 2018*.
8. Also, relevant and considered in this decision are the following Section of the *Residential Tenancies Act, 2018*: Section 14: Security deposit. Also, relevant and considered in this decision is the following Section of the *Residential Tenancies Policy Manuel*: Section 12-1: Recovery of costs.

Issue # 1: Rent paid \$1600.00

Landlord's Position

9. The landlord testified that rent is outstanding in the amount of \$1600.00 for the month of August 2025 and he is seeking rent to be paid in full. The landlord testified that the tenants paid \$300.00 on 18-August and had to be removed from the unit due to uninhabitability issues on 24-August.

Analysis

10. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid by a tenant(s) during the use or occupancy of a residential premises. I asked the landlord why he was seeking rent to be paid in full when he sought to have the tenants leave before the end of the month and he responded that the power was cut to the unit and the unit needed cleaning, which delayed getting new tenants in the unit. The landlord stated that the unit could not have been ready to re-rent until September, and he is seeking full rent for the month. I find that landlords should not incur any financial hardship due to the actions of tenants and for that reason, I find that the tenants are responsible for the outstanding rent for the month of August in the amount of \$1600.00.

Decision

11. The landlord's claim for rent paid succeeds in the amount of \$1600.00.

Issue # 2: Compensation paid for Damages \$350.00

Landlord's Position

12. The landlord testified that the unit needed to be cleaned which involved washing the walls, blinds and windows. The landlord stated that the kitchen area especially the stove needed a deep cleaning, and he stated that the bathroom area also needed cleaning. The landlord submitted photographs of the unit to support the claim (LL#3) and a copy of a receipt from [REDACTED] to show the cost of the cleaning (LL#4).

Analysis

13. Based on the testimony of the landlord and the exhibits entered into evidence, I accept that the landlord had to incur a cost of \$350.00 to clean the unit and as such, I find that the tenants are responsible for the cost to clean the unit in the amount of \$350.00.

Decision

14. The landlord's claim for compensation paid for damages succeeds in the amount of \$350.00.

Issue # 3: Hearing expenses \$20.00

Analysis

15. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#5). In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, claimable costs may include the filing fee. As the landlord's claim have been successful, I find that the tenants are responsible for the hearing expenses.

Decision

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

Issue # 4: Security deposit applied against monies owed \$1425.00

Analysis

17. 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).*

18. The landlord's claim for losses has been successful as per paragraphs 11, 14, and 16 above, and as such I find that the landlord's claim to have the security deposit applied against monies owed succeeds. 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 2025 is 1%.

Decision

19. The landlord's claim to have the security deposit applied against monies owed succeeds.

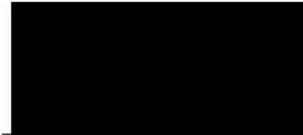
Summary of Decision

20. The tenants shall pay the landlord \$538.05 as follows:

Rent paid	\$1600.00
Compensation for damages	350.00
Hearing expenses	20.00
Less: security deposit & interest.....	1431.95
 Total	 \$538.05

September 29, 2025

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office