

## Residential Tenancies Tribunal

Application 2025-0746-NL

Oksana Tkachuk  
Adjudicator

---

### Introduction

1. Hearing was called at 9:15 a.m. on 15-September-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” was represented by [REDACTED] and [REDACTED], who attended by teleconference.
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.
5. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing electronically via e-mail to [REDACTED] on 27-August-2025 (LL#1). The landlord’s representatives also submitted a proof of sent email on that date and confirmed that this email address was provided by the tenant at the beginning of the tenancy and was previously used for communication (LL#2). In accordance with the *Residential Tenancies 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 their absence.
6. There is a fixed-term rental agreement which commenced on 1-January-2025 until 31-December-2025, however the tenant resided in the unit since 14-December-2024. Rent is \$1135.00 per month due on 1<sup>st</sup> of each month. A security deposit of \$851.25 was collected on 13-December-2024 and is still in the landlord’s possession.
7. The landlord’s representative amended their application to increase rent from \$2210.00 as per their application to total of \$3630.00 including rent for the month of September, late fees of \$75.00 and NSF fees of \$150.00, and to include hearing expenses of \$20.00.

8. The disposition of Security deposit will be dealt in this decision.

### Issues before the Tribunal

9. The landlord is seeking:

- An Order for Vacant Possession of the rented premises;
- Rent paid \$3405.00;
- Late fees \$75.00;
- Other \$150.00;
- Hearing expenses \$20.00.

### Legislation and Policy

10. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.

11. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 14: Security Deposit, Section 19: Notice where failure to pay rent, and following sections of the *Residential Tenancies Policy* Section 2-4; Deposits, Payments and Fees, Section 7-1 Notice of Termination, and Section 12-1: Costs.

### Issue # 1: Vacant Possession of the Rented Premises.

#### Relevant Submissions:

12. The landlord submitted three copies of termination notices under Section 19: *Notice where failure to pay rent* (LL#3,4,5). The latest termination notice was issued on 7-July-2025 with a termination date of 20-July-2025. The landlord's representative testified that all three notices were served by sticking them to the front door of the unit on the next day after they have been issued.

#### Landlord's Position:

13. The landlord's representative testified that rent has not been paid continuously, therefore they issued termination notices. The landlord's representative testified that there were no payments made by the tenant after the latest termination notice was issued. The landlord is seeking vacant possession of residential premises.

### Analysis

14. Section 19 of the *Residential Tenancies Act, 2018* states:

#### ***Notice where failure to pay rent***

**19. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b),**

**(b) where the residential premises is**

- i. rented from *month to month*,**
- ii. rented for a fixed term, or**

iii. a site for a mobile home, and

the amount of rent payable by a tenant is **overdue for 5 days or more**, the landlord may give the tenant notice that the rental agreement is terminated and that the tenant is required to vacate the residential premises on a specified date not less than 10 days after the notice is served on the tenant.

(4) In addition to the requirements under section 34, a notice under this section shall

- a. be signed by the landlord;
- b. state the date on which the rental agreement terminates and the tenant is required to vacate the residential premises; and
- c. be served in accordance with section 35.

15. Section 7-1 of the *Policy Termination by More than 1 Notice* states: *If a termination notice is already in place and a second notice is issued by the same person whereby the termination date is later than that specified in the first notice, then the person issuing the second notice has thereby indicated that they are intending the tenancy to be extended to the date set out in the second notice.* Therefore, the latest termination notice issued on 7-July-2025 will be analyzed for the purpose of this decision.

16. I accept the testimony of the landlord's representatives that the rent was not paid in July, as the tenant was not present or represented during the hearing to provide their testimony. I also accept their testimony that the termination notice was issued on 7-July-2025 and that it was properly served on 8-July-2025 via sticking it on the tenant's door, and that the tenant did not make any payments after the termination notice was issued.

17. Based on the evidence and testimony presented, I find that the termination notice issued by the landlord is valid. I accept that the tenant was in rent arrears in excess of the 5 days when the termination notice was issued on 7-July. I accept that on the date of termination, 20-July the tenant was still in arrears. In accordance with Section 19 of the *Residential Tenancies Act, 2018* as stated above, the termination notice meets the requirements of the *Act* and is a valid notice.

18. I find that the tenant should have vacated the property by 20-July-2025.

## Decision

19. The landlord's claim for an order for vacant possession of the rented premises succeeds.

### **Issue # 2: Rent paid \$3405.00 Late fees \$75.00**

20. The landlord is seeking rent in the amount of \$3405.00 for July, August and September and late fees of \$75.00. The landlord submitted a copy of the rental ledger to support their claim (LL#6).

### Landlord's Position;

21. The landlord's representative testified that the tenant did not pay rent for three months. The landlord is seeking rent and late fees to be paid in full.

## Analysis

22. *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.*

- 23. 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.
- 24. I accept the landlord’s representative’s testimony that rent was not paid by the tenant since July. 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 late fee of \$75.00 is allowed.
- 25. The rental ledger is amended to show a daily rate for September-2025 as this tribunal does not consider future rent (see below). I find that the tenant is responsible for outstanding rent untill 15-September-2025 in the amount of \$2904.65 including late fees. This amount will be calculated as follows:

Amended Rental Ledger 2025-0746-NL			
Date	Action	Amount	Total
June, 2025	balance		\$0.00
1 July, 2025	Rent due	\$1,135.00	\$1,135.00
1 August, 2025	Rent due	\$1,135.00	\$2,270.00
1-15 September, 2025	Rent due	\$559.65	\$2,829.65
	Late fees	\$75.00	\$2,904.65

Daily rate: \$1135 x 12 mths = \$13620.00  
 \$13620 / 365 days = \$37.31 per day  
 \$37.31 x 15 days = \$559.65

- 26. The tenant shall pay a daily rate of \$37.31, effective 16-September-2025, until such time as the landlord regains possession of the property.

**Decision**

- 27. The landlord’s claim for rent and late fees succeeds in the amount of \$2904.65.

**Issue # 3: Other expenses \$150.00.**

Landlord’s Position:

- 28. The landlord’s representative testified that they are seeking \$150.00 compensation for non-sufficient funds fees. They testified that the tenant attempted three payments that were returned due to non-sufficient funds in the tenant’s bank account as per rental ledger provided to support their claim (LL#6). The landlord’s representatives testified that, under paragraph 4 of the rental agreement (LL#7), the tenant is responsible for a fee of \$50.00 for each NSF payment, and they are seeking recovery of these fees.

**Analysis**

- 29. I accept the landlord’s representative’s testimony that there were three attempts by the tenant to pay rent, which were returned due to non-sufficient funds in May, June and July, as supported by the ledger submitted. In accordance with paragraph 4 of the rental agreement, the tenant is responsible for a fee of \$50.00 for each non-sufficient fund payment. As the landlords have demonstrated that these three payment attempts occurred, I find that the tenant is responsible for the payment of non-sufficient fund fees in the amount of \$150.00.

## Decision

30. The landlord's claim for other expenses succeeds in the amount of \$150.00.

### **Issue #4: Hearing expenses \$20.00.**

#### Relevant Submission

31. The landlords paid \$20.00 for the application fee and is seeking reimbursement. The landlord submitted a copy of the receipts to support the claim (LL#8).

## Analysis

32. In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel: Costs*, and as the landlord's claim was successful as per paragraphs 19, 27 and 30, the landlord will be awarded with \$20.00.

## Decision

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

### **Issue # 5: Security deposit to be applied against any monies owed \$851.25**

#### **Analysis**

34. 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).

35. The landlord's claim for losses has been successful as per paragraphs 19, 27, 30 and 33 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

36. The security deposit plus interest of \$857.73 shall be applied against monies owed.

**Summary of Decision**

37. The tenant shall pay the landlord \$2216.92 as follows:

Rent and late fees.....	\$2904.65
Other expenses .....	\$150.00
Hearing expenses.....	\$20.00
<b>Less Security Deposit plus interest .</b>	<b>\$857.73</b>
 Total .....	 \$2216.92

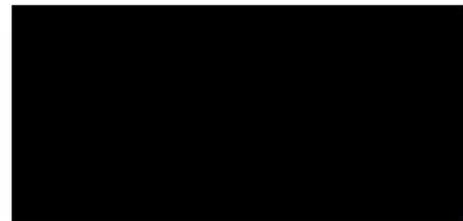
38. The tenant shall pay a daily rate of rent beginning 16-September-2025 of \$37.31, until such time as the landlord regains possession of the property.

39. The tenant shall vacate the property immediately.

40. The tenant shall pay to the landlord any costs charged to the landlord by the Office of the High Sheriff should the landlord be required to have the Sheriff enforce the attached Order of Possession.

41. The landlord will be awarded an Order of Possession.

September 16, 2025  
Date



Oksana Tkachuk, Adjudicator  
Residential Tenancies Office