

Residential Tenancies Tribunal

Application 2025-0758-NL

Michael Reddy
Adjudicator

Introduction

1. The hearing was called at 2:00 PM on 23 September 2025.
2. The applicant, [REDACTED], represented by [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 and proof with the application stating that the tenant was served electronically ([REDACTED]) with the notice of the hearing on 8 September 2025 at approximately 1:22 PM (L#1). 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 her absence.
5. There is a written fixed term agreement (L#2) which commenced on 22 June 2025 until 30 June 2026. Rent is set at \$2100.00 due on the 1st of each month. There was a security deposit of \$1575.00 collected on the tenancy on 20 June 2025 and still in possession of the landlord.

6. The landlord amended the application to increase rental arrears to \$4200.00 and late fees to \$75.00.

Issues before the Tribunal

7. The landlord is seeking the following:
 - An Order of eviction of the rental premises
 - Rental arrears in the amount of \$4200.00
 - Late fees in the amount of \$75.00
 - Hearing expenses in the amount of \$20.00
 - Security deposit to be applied against monies owing.

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, 15 & 19 of the *Residential Tenancies Act, 2018*; and Residential Tenancies Policy 10-001: Security Deposit and 12-001: Costs.

Issue 1: Vacant Possession of the Rental Premises

Relevant Submission

9. The landlord submitted a copy of a termination notice (L#3) signed 7 July 2025 and issued to the tenant under Section 19: Notice where failure to pay rent on 7 July 2025 at 10:29 PM with a termination date of 18 July 2025. Following this, the tenant cleared rental arrears on 15 July 2025. Subsequently, a second termination notice was issued to the tenant under S. 19 (L#4) issued to the tenant electronically and by text message at 10:18 PM on 7 August 2025 with a termination date of 18 August 2025.

Landlord Position

10. The landlord stated rent for August 2025 was outstanding when the tenant was served on 7 August 2025. The landlord is seeking vacant possession of the rental premises.

Analysis

11. The notice was served under Section 19 of the Residential Tenancies Act, 2018, which 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.*

12. I accept the landlord's testimony, as the tenant was not present or represented during the hearing to provide their own testimony. I accept that on the date the termination notice was issued to the tenant, rent was overdue for more than 5 days, and the tenant remained in rental arrears on the termination date of 18 August 2025.

13. In accordance with Section 19 of the *Act*, the termination notice submitted by the landlord provided the tenant with not less than 10 days from the date the notice was served to vacate the premises. The notice met all requirements of Section 19(4) as outlined above and was served on the tenant in compliance with Section 35(2)(f). The termination notice issued on 7 August 2025 meets the requirements of the *Act* and is a valid notice.

Decision

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

Issue 2: Rent paid

Landlord's Position

15. The landlord testified rental arrears being sought were up to and including September 2025 in the amount of \$4200.00. The landlord testified that rent was \$2100.00 per month, and stated the tenant was last at a zero balance on 15 July 2025. The landlord testified the tenant has not paid August 2025 rent. Along

with his application, the landlord supplied a rental ledger (L#5). Partially reproduced below is the updated rental ledger supplied by the landlord:

Date	Transaction	Amount	Balance
1 July 2025	Rent Due	\$2100.00	\$2100.00
15 July 2025	Payment	\$2100.00	\$0.00
1 August 2025	Rent Due	\$2100.00	\$2100.00

16. The landlord testified the tenant remains in the rental premises at the time of the hearing (23 September 2025) and no rent has been paid for September 2025.

Analysis

17. Rent is required to be paid under a rental agreement by a tenant during the use or occupancy of a residential premises. Non-payment of rent is a violation of the rental agreement. I accept the landlord's testimony that the rental arrears have been accumulating since August 2025, as the tenant was not present or represented during the hearing to provide their own testimony. As indicated herein, the landlord was seeking rental arrears for August and September 2025.

18. Rent owing for August 2025 equals \$2100.00. Rent for September 2025 is calculated on a prorated basis as this Tribunal does not consider future rent. That calculation is: \$2100.00 per month X 12 months equals \$25,200.00 a year ÷ 365 days equals \$69.04 per day. \$69.04 X 23 days equals \$1587.92. The tenant owes rental arrears in the amount of \$1587.92 for September 2025.

19. The tenant owes \$3687.92 rental arrears (\$2100.00 for August 2025 & 1587.92 for September 2025).

Decision

20. The landlord's claim for rental arrears succeeds in the amount of \$3687.92.

21. The tenant shall pay a daily rate of \$69.04 until the landlord regains the possession of the unit.

Issue 3: Late Fees

Landlord Position

22. The landlord is seeking \$75.00 late fees. The landlord testified the tenant has held rental arrears since 1 August 2025.

Analysis

23. 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.*

24. 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”.

Decision

25. The landlord’s claim for late fees succeeds in the amount of \$75.00.

Issue 4: Hearing Expenses \$20.00

Landlord Position

26. The landlord provided a receipt (L#6) demonstrating payment of a \$20.00 application fee and is seeking reimbursement.

Analysis

27. In accordance with Section 12-1 of the Residential Tenancies Policy Manuel, filing fees can be claimable costs. As the landlord’s claim has been successful, I find that the tenant is responsible for the hearing expenses.

Decision

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

Issue 5: Security Deposit

Landlord’s Position:

29. A security deposit was paid at the beginning of the tenancy, and remains in the landlords possession.

Analysis

30. In accordance with section 14 of the Act and policy 10-01, if a landlord has collected a security deposit from a tenant, and if at any point during the tenancy or after it has ended, the landlord believes that they are entitled to retain some or all that deposit as compensation for a liability of the tenant, or as compensation for the tenant’s failure to

fulfil their obligations under the rental agreement, the landlord may either enter a written agreement with the tenant on the disposition of the deposit, or file an Application for Dispute Resolution with this Division, seeking compensation for financial damages; and to retain the deposit to offset the financial damages. As the landlord's claim for compensation has been successful, the security deposit shall be applied against monies owed. In this case, the security deposit is \$1575.00 which was paid on 20 June 2025.

31. Section 14(7) of the *Act* states that a 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 prescribe a simple cumulative 1% annual interest rate for 2025. Calculated to the date of hearing, this results in \$4.14, for a total value of \$1579.14.

Decision

32. The security deposit plus interest is to be applied against monies owed.

Summary of Decision

33. The tenant shall pay to the landlord \$2203.78 determined as follows:

Rental Arrears.....	\$3687.92
Late Fees.....	\$75.00
Hearing Expenses.....	\$20.00
Less Security deposit plus interest.....	\$1579.14
Total.....	\$2203.78

34. The tenant shall pay a daily rate of rent beginning 24 September 2025 of \$69.04, until such time as the landlord regains possession of the property.

35. The tenant shall vacate the property immediately.

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

37. 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.

21 October 2025

Date



Michael Reddy, Adjudicator
Residential Tenancies Office