

Residential Tenancies Tribunal

Application 2025-0834-NL & 2025-0896-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:53 p.m. on 22-October-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondents and counter applicants, [REDACTED] (tenant 1) and [REDACTED] [REDACTED] (tenant 2), hereinafter referred to as “the tenants” attended by teleconference.

Preliminary Matters

4. The landlord submitted an affidavit with his application stating that he had served the tenants with the notice of hearing electronically by email and text on 6-October-2025 (LL#1). Tenant 1 testified that he did not receive the document, however confirmed that he is aware of the landlords claim and wished to waive service. Tenant 2 confirmed receipt of the document. The tenants countered the claim and testified that they had served the landlord with the notice of hearing electronically by email on 6-October-2025. The landlord confirmed receipt of the document. In accordance with the *Residential Tenancies Act, 2018*, this is allowable and as such is good service.
5. There was a written month-to-month rental agreement which commenced on 1-October-2021. The tenants vacated the unit on 15-September-2025. Rent was \$1400.00 per month, due on the 1st day of each month. A security deposit of \$600.00 was paid on 1-October-2021 and is in the landlord’s possession.
6. The landlord amended his application to increase late fees from \$40.00 to \$75.00. Also, the disposition of the security deposit shall be dealt with in this hearing.

Issues before the Tribunal

7. The landlord is seeking:
 - Validity of termination notice
 - Rent & late fees paid \$1475.00
 - Hearing expenses \$20.00
 - Security deposit applied against monies owed \$600.00

8. The tenants are seeking:
 - Rent refunded \$1400.00
 - Refund of security deposit \$600.00
 - Hearing 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 sections of the *Residential Tenancies Act, 2018*: Section 14: Security deposit and Section 15: Fee for failure to pay rent. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Policy Manual*: Section 12-1: Recovery of costs.

Issue # 1: Validity of Termination Notice

Relevant Submission

11. The landlord testified that the tenants gave him a written termination notice dated 2-September-2025 via text to vacate on the 30-September-2025 and he is questioning the validity of the termination notice. The landlord submitted a copy of the notice to support the claim (LL#2).

Landlord's and Tenant's Positions

12. The landlord stated that he received a written termination notice from the tenants on 2-September stating that they would be vacating the unit on 30-September, and he stated that the notice was short 1 day, however he agreed that they could leave at the end of the month given rent was paid in full. The landlord stated that he wished to question the validity of the termination notice as it may affect his claim for rent to be paid in full the month of September. The tenants did not dispute that the notice was short 1 day, however tenant 1 testified that the landlord accepted the notice on 2-September and confirmed that they could leave at the end of the month if rent was paid in full.

Analysis

13. I find that termination notice did not meet the requirements of the *Act*; however, I accept that both parties agreed to a discontinuation agreement effective 30-September-2025.

Decision

14. The termination notice given on 2-September-2025 was not a valid notice.

Issue # 2: Rent paid & late fees \$1475.00

Landlord's and Tenant's Positions

15. The landlord testified that rent and late fees are outstanding for the month of September 2025 in the amount of \$1475.00 and he is seeking payment in full. The tenants did not dispute that rent is in arrears for the month of September and tenant 1 stated that they vacated early on 15-September.

Analysis

16. Section 15 of the *Residential Tenancies Act, 2018* states:

Fee for failure to pay rent

15. (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.

17. *Residential Tenancies Policy 12-1; Recovery of Fees: Filing, Costs, Hearing Expense, Interest, Late Payment and NSF* states:

Late payment fee:

A tenant is responsible to pay the landlord the full rent on the day the rent is due. If the rent is not paid on time, the landlord may charge the tenant a late payment fee of \$5.00 for the first day the rent is in arrears and \$2.00 for each additional day that the rent remains unpaid in any consecutive number of rental periods to a maximum of \$75.00.

18. 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 accept the landlord's testimony that rent and late fees are outstanding for the full month of September and in accordance with Section 15 of the *Act* and Sec 12-1 of the *Policy* as stated above, I find that the tenants are responsible for the maximum late fee charge of \$75.00. I find that the tenants are responsible for the outstanding rent and late fees in the amount of \$1475.00.

Decision

19. The landlord's claim for rent and late fees paid succeeds in the amount of \$1475.00.

Issue # 3: Rent refunded \$1400.00

Tenant's and Landlord's Positions

20. The tenants stated that they are seeking a refund of rent in the amount of \$1400.00 for compensation for emotional abuse during the end of the tenancy cause by the landlord.

Analysis

21. This tribunal does not have the authority to rule on personal stress or emotional abuse, and as such I find that the landlord is not responsible for the refund of rent as sought by the tenants.

Decision

22. The tenant's claim for refund of rent does not succeed.

Issue # 4: Hearing expenses

Analysis

23. Both the landlord and the tenants paid an application fee of \$20.00 to *Residential Tenancies* and submitted receipts to support their claim. In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, claimable costs may include the filing fee. As the landlord's claims have been successful, I find that the tenants are responsible for the hearing expenses.

Decision

24. The tenants claim for hearing expenses does not succeed.

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

Issue # 5: Refund of security deposit \$600.00

Security deposit applied against monies owed \$600.00

Analysis

26. 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).*

27. The landlord's claim for losses has been successful as per paragraphs 19 and 25 above, and as such I find that 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(s) 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 2021-2023 was 0% and is currently 1% for 2024-2025.

Decision

28. The tenant's claim for refund of security deposit does not succeed.

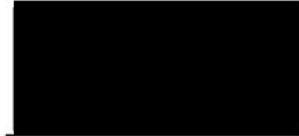
29. The security deposit shall be applied against monies owed succeeds.

Summary of Decision

30. The tenants shall pay the landlord \$884.15 as follows:

Rent & late fees paid	\$1475.00
Hearing expenses	20.00
Less: security deposit & interest.....	610.85
Total	\$884.15

October 23, 2025
Date



Pamela Pennell, Adjudicator
Residential Tenancies Office