

## Residential Tenancies Tribunal

Application 2025-0871-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 21-October-2025 at 9:05 am.
2. The applicant, [REDACTED] hereinafter referred to as the landlord, was represented at the hearing by authorized representative [REDACTED] of [REDACTED], who attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, also attended via teleconference.

### Preliminary Matters

4. The tenant acknowledged that they were properly served notice of the hearing.
5. The landlord made a claim against the security deposit. However, the security deposit was already disposed of in a previous hearing, 2025-0410-NL. The issue cannot be reopened.

### Issues before the Tribunal

6. Should the landlord's claim for unpaid utilities and late fees succeed?

### 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 (the *Act*).

### Issue 1: Utilities and Late Fees

#### Landlord's Position

8. The landlord claims unpaid utility bills in the amount of \$449.76 and late fees in the amount of \$146.00, for a total of \$595.76, as seen in the statement of account LL#1. The rental agreement (LL#2) states that the tenant's responsibilities include utilities and

cleaning duties according to a schedule. The landlord explained that the utility bill included both charges for wifi and cleaning fees, as the tenant was not involved in cleaning the common areas. The landlord testified that it was understood that when the tenant first moved in, the responsibilities were misrepresented to him by the previous property manager. In recognition of this, the cleaning and wifi bills were credited to his account. However, he says that the tenant and the property owner agreed that the tenant would start paying these fees in June 2024.

### Tenant's Position

9. The tenant agreed with the facts as outlined by the landlord but disagreed with the conclusion. He says he does not trust the landlord's statement of account and questions its accuracy. He provided a number of documents that show his communications with the landlord and property owner confirming this (see T#1). He says he was never credited back the cost of the wifi and cleaning charges prior to June 2024.

### Analysis

10. LL#1 clearly and plainly shows the tenant was credited back all wifi and cleaning charges prior to June 2024 in accordance with their agreement (aside from a \$15.00 charge for May 2024 which appears to have been overlooked). The rental agreement shows the tenant is responsible for both wifi and cleaning, and the tenant's own documents show him telling the landlord he would not be able to contribute to the cleaning. I accept that he agreed in writing to pay the cleaning fees instead from June 2024 on. In making this agreement he was given more than the six months' notice required by a formal notice of rental increase and see no reason not to uphold this agreement. I note that this could be considered a rental increase in exchange for additional services not included in the rental agreement as per s. 16(7) of the *Act*.
11. The tenant provided a record of every payment he has made to the landlord (T#2). It perfectly reflects the payment shown in the statement of account, LL#1.
12. The landlord's math adds up. It includes regular charges for wifi (\$14.26/month for 2024 and \$14.72/month for 2025) and the monthly cleaning fee (which varies based on the number of days per month and where they fall but stays within the range of \$15.00-\$20.00). Other charges listed are for late fees (see below) and a \$2.50 e-transfer service fee which the landlord began charging in October 2024. I have no evidence before me as to what caused this change. I do know that the tenant sent the e-transfers from his RBC account, and publicly available information from RBC says they do not charge those who receive e-transfers, though they do charge senders.
13. Subtracting from the tenants' payments to date the cleaning fees, wifi charge, monthly rent, and power bill, the tenant has a balance owing of \$240.26.
14. S. 15(1) of the *Act* states that 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. The minister has set the rate for late payment fees at \$5.00 for the first day and \$2.00 for each day thereafter, to a maximum of \$75.00. For the purposes of this section "rent" includes unpaid utilities, as per s.

2(g)(ii). The tenant has owed a balance of unpaid utilities since 1-August-2024. As rent has been unpaid for more than 35 days, the maximum late payment fee of \$75.00 applies.

**Decision**

- 15. The landlord’s claim for unpaid utilities succeeds in the amount of \$240.26
- 16. The landlord’s claim for late fees succeeds in the amount of \$75.00.
- 17. The landlord was successful in their claim and may seek to be reimbursed for their reasonable hearing expenses. They seek only the \$20.00 application fee, which is granted.

**Summary of Decision**

- 18. The tenant shall pay to the landlord \$335.26 as follows:

Unpaid Utilities.....	\$240.26
Late Fees.....	\$75.00
Hearing Expenses.....	\$20.00
 Total.....	 \$335.26

22-October-2025  
Date

  
Seren Cahill  
Residential Tenancies Office