

Residential Tenancies Tribunal

Application 2025-0918-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:22 a.m. on 9-December-2025.
2. The applicant, [REDACTED], represented by [REDACTED] hereinafter referred to as “the landlord” 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 him 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 the claim and notice of 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 has been properly served. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing via pre-paid registered mail ([REDACTED]) on 21-November-2025 (LL#1). Canada Post tracking indicates that the mail was retrieved on 25-November-2025. 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 his absence.
5. There was a fixed term rental agreement which commenced on 1-April-2025. The tenant vacated the unit on 27-October-2025. Rent was \$900.00 per month, due on the 1st day of each month. A security deposit of \$500.00 was paid on 11-March-2025 and is in the landlord’s possession.

Issues before the Tribunal

6. The landlord is seeking:
 - Rent paid \$2600.00
 - Late fees \$225.00

- Compensation paid for damages \$498.35
- Other \$100.00
- Hearing expenses \$145.86
- Security deposit applied against monies owed \$500.00

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 is 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 are the following Sections of the *Residential Tenancies Policy Manual*: Section 9-3: Damages to rented premises and Section 12-1: Recovery of costs.

Issue # 1: Rent paid \$2600.00

Relevant Submission

9. The landlord’s representative testified that rent is outstanding dating back to August 2025 and she stated that they are seeking rent to be paid in full. The landlord submitted a copy of a rental ledger to support the claim (LL#2). See breakdown of rental ledger below:

Rental Ledger 2025-0918-NL			
Date	Action	Amount	Total
July 31, 2025	Balance		\$0.00
August 1, 2025	Rent due	\$900.00	\$900.00
August 1, 2025	Credit for mowing lawm	-\$50.00	\$850.00
September 1, 2025	Rent due	\$900.00	\$1,750.00
September 1, 2025	Credit for mowing lawm	-\$50.00	\$1,700.00
October 1, 2025	Rent due	\$900.00	\$2,600.00

Landlord’s Position

10. The landlord’s representative testified that the tenant vacated the unit on 27-October-2025 with rent due less credits for mowing the lawn in the amount of \$2600.00 and she stated that they are seeking rent to be paid in full.

Analysis

11. 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 find that the tenant is responsible for rent paid in the amount of \$2600.00.

Decision

12. The landlord’s claim for rent paid succeeds in the amount of \$2600.00.

Issue # 2: Late Fees \$225.00

Landlord’s Position

13. The landlord is seeking late fee charges of \$75.00 each month rent was late for a total of \$225.00.

Analysis

14. 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.

15. *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.

16. In accordance with Section 15 of the *Act* and Section 12-1 of the *Policy* as stated above, I find that the tenant is responsible for the maximum late fee charge of \$75.00.

Decision

17. The landlord's claim for late fees paid succeeds in the amount of \$75.00.

Issue # 3: Compensation paid for Damages \$498.35

Relevant Submission

18. The landlord's representative testified that the unit required cleaning, and the air fryer had to be replaced, and she stated that they are seeking \$340.00 for the cost to clean the unit and \$158.35 for the cost to replace the air fryer. The landlord submitted a copy of a damages ledger to support the claim (LL#3). See copy of damages ledger below:

Nov. 3 / 25	Cleaning fees	\$ 140.00
Nov. 3 / 25	Cleaning fees	200.00
Nov. 3 / 25	Air Fryer Oven	158.35

Landlord's Position

19. The landlord's representative testified that the unit was left in a poor state of cleanliness, and she stated that she cleaned the unit with the help of another person, and they are seeking to be reimbursed for 19 hours of labor to complete the work. The landlord submitted photographs of the unit (LL#4) and copies of receipts to support the claim (LL#5). The landlord's representative also stated that the air fryer had to be replaced as it was too dirty to clean, and she stated that they are seeking to be reimbursed for the cost to replace the air fryer in the amount of \$158.35. The landlord submitted a

photograph of the air fryer (as seen in LL#4) and a receipt to show the cost to replace the air fryer (LL#6).

Analysis

20. In accordance with *Residential Tenancies Policy 9-3*, the applicant is required to show:

- *That the damage exists;*
- *That the respondent is responsible for the damage, through a willful or negligent act;*
- *The value to repair or replace the damaged item(s)*

21. Based on the testimony of the landlord's representative and the exhibits entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I find that it is reasonable to expect that it took 19 hours of labor to clean the unit, and it is also reasonable to pay \$340.00 for 19 hours of labor. I also accept that the air fryer was destroyed and needed to be replaced, and I asked the landlord's representative the age of the air fryer and she responded that it was new. I find that the tenant is responsible for the cost of cleaning in the amount of \$340.00 and the cost to replace the air fryer in the amount of \$158.35

Decision

22. The landlord's claim for compensation paid for damages succeeds in the amount of \$498.35.

Issue # 4: Other \$100.00

Landlord's Position

23. The landlord's representative testified that the landlord entered into a verbal agreement with the tenant to repair some siding on the house and in turn they would deduct \$500.00 from the tenant's rent for the month of June to compensate him for his time. The landlord's representative testified that the tenant did not complete the work as agreed, and they had to hire another person to finish the job which cost the landlord an additional \$100.00. The landlord is seeking to be reimbursed for the \$100.00 and they submitted a copy of the rental ledger to show that the credit of \$500.00 was applied to the rent for the month of June (LL#2).

Analysis

24. Based on the testimony of the landlord's representative and the rental ledger which shows that the tenant received a deduction in rent for the month of June in the amount of \$500.00 in exchange for promised work and as the tenant was not present to dispute the testimony, I find that the tenant is responsible to reimburse the landlord \$100.00 for the cost to hire another person to complete the work.

Decision

25. The landlord's claim for "Other" succeeds in the amount of \$100.00.

Issue # 5: Hearing expenses \$145.86

Analysis

26. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and incurred postal fees in the amount of \$23.71. The landlord is also claiming mileage for 263 km at .3884 cents per km to travel to the nearest *Commissioner of Oath* to have the affidavit witnessed in the amount of \$102.15. The landlord submitted copies of receipts to support the claim (LL#7).
27. In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, claimable costs may include the filing fee, postal charges and the cost of the services of a *Commissioner of Oaths*. I find that the landlord's representative failed to show that she was unable to have the affidavit witnessed in the area and as the landlord's claim for losses succeeds, I find that the tenant is responsible for the application fee and the postal charges.

Decision

28. The landlord's claim for hearing expenses succeeds in the amount of \$43.71.

Issue # 6: Security deposit applied against monies owed \$500.00.

Analysis

29. 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).*
30. The landlord's claim for losses has been successful as per paragraphs 12, 17, 22, 25 and 27 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

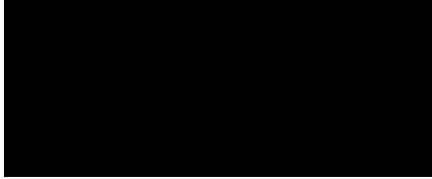
31. The landlord's claim to have the security deposit applied against monies owed succeeds.

Summary of Decision

32. The tenant shall pay the landlord \$2813.58 as follows:

Rent paid	\$2600.00
Late fees	75.00
Compensation for damages	498.35
Other	100.00
Hearing expenses	43.71
Less: security deposit & interest	503.48
 Total	 \$2813.58

January 6, 2026
Date



Pamela Pennell, Adjudicator
Residential Tenancies Office