

## Residential Tenancies Tribunal

Application 2025-0990-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 2:01 p.m. on 13-November-2025.
2. The applicant, [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 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 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 his application stating that he had served the tenant with the notice of hearing electronically by email to; [REDACTED] on 27-October-2025 (LL#1). The landlord submitted proof of service (LL#2). In accordance with the *Residential Tenancies Act, 2018*, this is good service.
5. There was a fixed term rental agreement which commenced on 20-September-2025. The tenant vacated the unit on 3-October-2025. Rent was \$3150.00 per month, due on the 20<sup>th</sup> day of each month. A security deposit was never paid.
6. The landlord amended the application to decrease rent paid from \$3150.00 as per the application to \$1242.72.

### Issues before the Tribunal

7. The landlord is seeking:
  - Rent paid \$1242.72
  - Late fees \$75.00
  - Compensation paid for damages \$879.43
  - Hearing expenses \$20.00

## 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*.
9. Also, relevant and considered in this decision is the following Section of the *Residential Tenancies Act, 2018*: 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: Rent paid \$1242.72

#### Landlord's Position

10. The landlord testified that the tenant vacated the unit on 3-October-2025 and he is seeking rent to be paid up to the time he re-rented the unit. The landlord stated that he was successful in securing a new tenant effective 1-November-2025 and he is seeking rent to be paid at a daily rate for 12 days.

#### Analysis

11. I accept that the tenant was no longer residing at the residence, however a tenant's responsibility for payment of rent doesn't necessarily end when the tenancy ends unless the landlord fails to mitigate his losses. I find that the landlord was proactive in mitigating his losses and landlords should not incur any financial loss due to the actions of tenants. I find that the tenant is responsible for the landlord's loss of rental income from 20-October to 31-October at a daily rate of \$103.56 for a total of \$1242.72 (daily rate:  $\$3150 \times 12 \text{ mts} = \$37,800 / 365 \text{ days} = \$103.56 \text{ per day}$ ).

#### Decision

12. The landlord's claim for rent paid succeeds in the amount of \$1242.72.

### Issue # 2: Late Fees \$75.00

#### Landlord's Position

13. The landlord submitted a breakdown of charges showing that the tenant did not pay the first month's rent until after he had vacated the unit on 15-October, and he is seeking the maximum late fee charge of \$75.00.
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 late fees for the period of 20-September to 15-October in the amount of \$51.00.

### **Decision**

17. The landlord's claim for late fees paid succeeds in the amount of \$51.00.

### **Issue # 3: Compensation paid for Damages \$879.43**

#### Relevant Submission

18. The landlord testified that there were damages to the unit, and he is seeking \$879.43 to cover the cost to restore the unit to the way it was at the commencement of the tenancy. The landlord submitted a copy of a damages ledger to support the claim (LL#3).

#### Landlord's Position

19. The landlord testified that the walls and all surfaces within the unit needed to be wiped down due to the lingering odor of dog urine and smoke and he is seeking \$476.93 to cover the cost of a professional cleaning company and \$402.50 to cover the cost of an upholstery company to complete the work. The landlord submitted photographs of the unit (LL#4) and copies of invoices from [REDACTED] and [REDACTED] to support the claim (LL#5).

### **Analysis**

20. Based on the testimony of the landlord and the exhibits entered into evidence, I accept that the landlord had to incur the cost of a cleaning company and an upholstery company to eliminate the odor of dog urine and smoke from the unit. I find that the tenant is responsible for the cost to clean the unit and the upholstery in the amount of \$879.43.

### **Decision**

21. The landlord's claim for compensation paid for damages succeeds in the amount of \$879.43.

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

#### **Analysis**

22. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#6). In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, claimable costs may include the filing fee. As the landlord's claim have been successful, I find that the tenant is responsible for the hearing expenses.

### **Decision**

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

**Summary of Decision**

24. The tenant shall pay the landlord \$2193.15 as follows:

Rent paid .....	\$1242.72
Late fees .....	51.00
Compensation for damages .....	879.43
Hearing expenses .....	20.00
 Total .....	 \$2193.15

November 17, 2025  
Date



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Pamela Pennell, Adjudicator  
Residential Tenancies Office