

## Residential Tenancies Tribunal

Application 2025-1040-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 1:49 p.m. on 19-February-2026.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED] hereinafter referred to as “the tenant” attended by teleconference. [REDACTED] a support person for the tenant, was also present.

### Preliminary Matters

4. The landlord submitted an affidavit with her application stating that she had served the tenant with the notice of hearing electronically by email to: [REDACTED] on 14-November-2025 (LL#1). The tenant confirmed receipt of the document on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There was a written month-to-month rental agreement which commenced on 15-June-2024. The tenant vacated the unit on 26-October-2025. Rent was \$1200.00 per month, due on the 1<sup>st</sup> and the 15<sup>th</sup> of each month. A security deposit of \$900.00 was paid on 14-June-2024 and is in the landlord’s possession.
6. The landlord amended the application to decrease rent paid from \$1200.00 as per the application to \$1025.70, to increase late fees from \$71.00 to \$75.00 and to increase utilities paid from \$189.47 to \$278.38.

### Issues before the Tribunal

7. The landlord is seeking:
  - Rent and late fees paid \$1100.70
  - Compensation paid for inconveniences \$200.00
  - Utilities paid \$278.38
  - Hearing expenses \$20.00
  - Security deposit applied against monies owed \$900.00

## 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 are the following sections of the *Residential Tenancies Policy Manual*: Section 2-4: Deposits, payments and fees and Section 12-1: Recovery of costs.

### Issue # 1: Rent and Late Fees Paid \$1100.70

#### Landlord's and Tenant's Positions

10. The landlord testified that rent is outstanding in part from October 1 - 26 in the amount of \$1025.70, and she stated that she is seeking rent to be paid in full plus the maximum late fee charges of \$75.00 for a total of \$1100.70. The landlord submitted a copy of a rental ledger to support the claim (LL#2).
11. The tenant did not dispute that rent was outstanding for the month of October, however she disputed that she should pay rent due to issues with the unit after a leak which limited her access to parts of the unit. The tenant also stated that she in the process of finalizing an application against the landlord for refund of rent.

#### Analysis

12. 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.*

13. *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.*

14. 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 residential premises. I accept that the tenant shall pay rent for the period that she resided at the premises. Also, I accept that the tenant has an ongoing application against the landlord regarding issues with the unit; however, that application is incomplete at this time and shall be dealt with in a later hearing at another time. I find that the tenant is responsible for outstanding rent for the period of October 1-26 in the amount of \$1025.70.

15. Also, in accordance with section 15 of the *Act* and section 12-1 of the *Policy* as stated above, I find that the tenant shall pay the maximum late fee charge allowable in the amount of \$75.00 for a total of \$1100.70.

## Decision

16. The landlord's claim for rent and late fees paid succeeds in the amount of \$1100.70.

## Issue # 2: Compensation Paid for Inconveniences \$200.00

### Landlord's and Tenant's Positions

17. The landlord testified that the tenant left garbage at the unit which had to be removed and disposed of and she is seeking to be reimbursed \$200.00 for the cost to have someone make 2 trips to the landfill which is 20 km's away. The landlord submitted an inconvenience ledger (LL#3), photographs of the garbage left behind (LL#4) and a copy of an invoice from the person who removed the items to support the claim (LL#5).
18. The tenant did not dispute that she left items behind when she vacated the unit, however she disputed that she should pay for any garbage removal costs as the items were full of mold and it was a health hazard to remove them. The tenant questioned the amount charged to remove the items as she stated that a family member completed the work as opposed to a garbage removal company.

## Analysis

19. Section 47 of the *Residential Tenancies Act, 2018* states:

### **Order of Director**

47 (1). After hearing an application the director may make an order

(h) directing a landlord to pay a tenant an amount as compensation for inconvenience as a result of a contravention of this Act or the rental agreement, and authorizing the tenant to offset that amount against future rent

20. In accordance with Section 47 of the *Act* as stated above, an Order can only be made against a landlord for inconveniences and not the reverse. What this means is that there is no provision in the *Act* allowing landlords to seek compensation for their inconveniences. This tribunal does not have the authority to award any compensation to a landlord for their inconveniences unless they can be identified as damages / losses. I find that the cost to remove garbage left at the unit should have been listed as damages / losses to the landlord and shall be analyzed as such.
21. Based on the testimony of the landlord and the tenant and based on the exhibits entered in evidence, I accept that the tenant left a fair amount of garbage at the unit when she vacated. I do not accept the tenant's reasoning for leaving the items behind as she failed to show that the removal of her items was dangerous to her health. As such, I find that the tenant is responsible for the cost of having the garbage removed and disposed of in the amount of \$200.00.

## Decision

22. The landlord's claim for compensation paid for losses succeeds in the amount of \$200.00.

### **Issue # 3: Utilities Paid \$278.38**

#### Landlord's and Tenant's Positions

23. The landlord testified that the tenant entered into an agreement to pay 2/3 of the monthly utility bills and she submitted a copy of the rental agreement to support the claim (LL#6). The landlord stated that the tenant's portion of the bills is outstanding for the period of 11-September up to the date she vacated the unit on 26-October in the amount of \$278.38. The landlord submitted copies of *NL Power* bills to support the claim (LL#7).
24. The tenant did not dispute that she had agreed to pay 2/3 of the utility bills, however she stated that the landlord illegally changed the rate of hydro that the other tenant was paying which should have dropped the amount charged to her for the past 6-7 months.

#### **Analysis**

25. As per part 11 of the rental agreement as entered into evidence, I accept that the tenant agreed to pay 2/3 of the utility bills. I do not accept the tenant's testimony that changes were made to the payment scheme of the utility bills as the tenant failed to support her claim. The landlord could show the outstanding amounts from *NL Power*, and as such, I find that the tenant is responsible for outstanding utilities in the amount of \$278.38.

#### **Decision**

26. The landlord's claim for utilities paid succeeds in the amount of \$278.38.

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

#### **Analysis**

27. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#8). In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, filing fees can be claimable costs. As the landlord's claim for losses succeeds, 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 applied against monies owed \$900.00.**

#### **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 16, 22, 26 and 28 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 2024-2025 was 1% and is currently 0% for 2026.

**Decision**

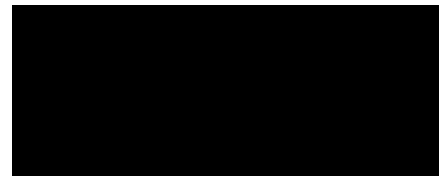
31. The security deposit shall be applied against monies owed.

**Summary of Decision**

32. The tenant shall pay the landlord \$685.14 as follows:

Rent & late fees paid .....	\$1100.70
Compensation for losses .....	200.00
Utilities paid .....	278.38
Hearing expenses .....	20.00
<b>Less: security deposit &amp; interest .....</b>	<b>913.94</b>
<b>Total .....</b>	<b>\$685.14</b>

March 20, 2026  
Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office