

Residential Tenancies Tribunal

Application 2025-1046-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:15 a.m. on 8-January-2026.
2. The applicant, [REDACTED] hereinafter referred to as “the landlord”, represented by [REDACTED], attended by teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as “the tenants” did not attend.

Preliminary Matters

4. The tenants were not present or represented at the hearing, and the landlord stated that he is not aware if the tenants have phones for communication. 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 the 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 they have been properly served.
5. The landlord submitted two affidavits with their application stating that they had served the tenants with the notice of hearing via prepaid registered mail on 10-December-2025 (LL#1,2). After reviewing the proof of service, I found that the tracking numbers show that actual date when the landlord sent mail was 5-December; the landlord agreed that it was an error with the date. In accordance with the Residential Tenancies Act, 2018 this is good service. As the tenants were properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in their absence.
6. There is a verbal month-to-month rental agreement which commenced in January-2019. Rent is \$1400.00 per month due on 1st of each month. A security deposit of \$744.00 was collected at the beginning of the tenancy and is still in the landlord’s possession.
7. The landlord’s representative amended their application to increase amount of rent from \$2300.00 as per their application to \$4000.00, and to include Hearing Expenses of \$20.00.

Issues before the Tribunal

8. The landlord is seeking:

- Rent paid \$4000.00;
- 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 is the following section of the *Residential Tenancies Act, 2018*; and following section of the *Residential Tenancies Policy, Section 12-1: Costs*.

Issue # 1: Rent paid \$4000.00

Relevant Submission

11. The landlord is seeking rent to be paid in full as per the rental ledger submitted, see copy below:

| | | | | |
|------------|----------------|----------|-----------|----------|
| 07.31.2024 | August Rent | \$ 1,100 | -\$ 1,100 | \$ - |
| 08.31.2024 | September Rent | \$ 1,400 | -\$ 1,100 | \$ 300 |
| 09.30.2024 | October Rent | \$ 1,400 | -\$ 1,100 | \$ 600 |
| 10.31.2024 | November Rent | \$ 1,400 | -\$ 1,100 | \$ 900 |
| 11.30.2024 | December Rent | \$ 1,400 | -\$ 1,100 | \$ 1,200 |
| 12.31.2024 | January Rent | \$ 1,400 | -\$ 1,100 | \$ 1,500 |
| 01.31.2025 | February Rent | \$ 1,400 | -\$ 1,400 | \$ 1,500 |
| 02.28.2025 | March Rent | \$ 1,400 | -\$ 1,300 | \$ 1,600 |
| 03.31.2025 | April Rent | \$ 1,400 | -\$ 1,500 | \$ 1,500 |
| 04.30.2025 | May Rent | \$ 1,400 | -\$ 1,400 | \$ 1,500 |
| 05.31.2025 | June Rent | \$ 1,400 | -\$ 600 | \$ 2,300 |
| 06.30.2025 | July Rent | \$ 1,400 | -\$ 1,500 | \$ 2,200 |
| 07.31.2025 | August Rent | \$ 1,400 | -\$ 1,400 | \$ 2,200 |
| 08.31.2025 | September Rent | \$ 1,400 | -\$ 700 | \$ 2,900 |
| 09.30.2025 | October Rent | \$ 1,400 | -\$ 1,700 | \$ 2,600 |
| 10.31.2025 | November Rent | \$ 1,400 | -\$ 1,400 | \$ 2,600 |
| 11.30.2025 | December Rent | \$ 1,400 | -\$ 700 | \$ 3,300 |
| 12.31.2025 | January Rent | \$ 1,400 | -\$ 700 | \$ 4,000 |

Landlord's Position:

12. The landlord stated that the tenants have an outstanding balance. The landlord explained that the rent was increased in September-2024; however, rent was continuously not paid in full for several months since that time, as per the rental ledger submitted. The landlord is seeking outstanding amounts be paid in full.

Analysis

- 13. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid under a rental agreement by a tenant during the use or occupancy of a residential premises.
- 14. I accept the landlord's representative's testimony and evidence that rent was not paid in full for several months, as per the rental ledger submitted, as the tenants were not present or represented at the hearing to dispute. I also accept the landlord's representative's testimony that the notice to increase rent was given to the tenants not less than 6 months prior to September-2024.
- 15. Therefore, I find the tenants to be responsible for outstanding rent amount.

Decision

- 16. The landlord's claim for rent succeeds in the amount of \$4000.00.

Issue # 2: Hearing expenses \$20.00.

Relevant Submission

- 17. The landlord paid \$20.00 for the application fee and is seeking reimbursement. The landlord submitted a copy of the receipt to support the claim (LL#3).

Analysis

- 18. In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel: Costs*, the general claimable costs may include costs incurred in the preparation for the hearing, and as the landlord's claim was successful as per paragraph 16, the landlord will be awarded with \$20.00.

Decision

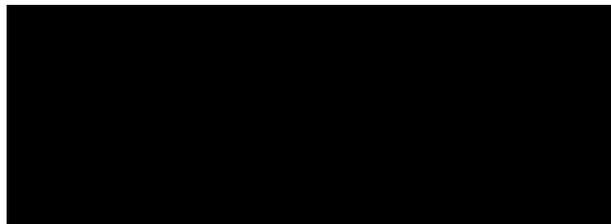
- 19. The landlord's claim for hearing expenses succeeds in the amount of \$20.00.

Summary of Decision

- 20. The tenants shall pay the landlord \$4020.00 as follows:

| | |
|------------------------|---------------|
| Rent..... | \$4000.00 |
| Hearing expenses | \$20.00 |
| Total | \$4020.00 |

January 23, 2026
Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office