

Residential Tenancies Tribunal

Application 2025-1078-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:13 a.m. on 17-December-2025.
2. The applicant, [REDACTED] represented by [REDACTED] and [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. 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 she 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 24-November 2025 (LL#1). In accordance with the *Residential Tenancies Act, 2018* registered mail is considered served on the 5th day after it is sent. 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 her absence.
5. There is a written month-to-month rental agreement which commenced on 1-April-1999. Rent is \$900.00 per month, due on the first day of each month. A security deposit of \$200.00 was paid on 3-November-2020 and is in the landlord’s possession.
6. The application was amended to decrease rent paid from \$1052.00 as per the application to \$807.00 and to omit Other. Also, the landlord is seeking hearing expenses.

Issues before the Tribunal

7. The landlord is seeking:
 - An Order for vacant possession of the rented premises.

- Rent and late fees paid \$882.00
- Hearing expenses \$40.06
- Security deposit applied against monies owed \$200.00

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 are the following sections of the *Residential Tenancies Act, 2018*: Section 14: Security deposit and Section 19: Notice where failure to pay rent. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Policy Manual*: Section 12-1: Recovery of costs and Policy 2-4; Deposits, Payments and Fees.

Issue # 1: Vacant Possession of the Rented Premises

Relevant Submission

10. The landlord submitted a copy of a termination notice given on a *Landlord's Notice to Terminate Early – Cause* form under Section 19: Notice where failure to pay rent. The notice was dated for the 10-November-2025 to vacate on 23-November (LL#2).

Landlord's Position

11. The landlord's representative testified that rent is outstanding for the month of December, and she stated that the landlord is seeking vacant possession under Section 19 of the *Act*.

Analysis

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

Notice where failure to pay rent

19. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b),

(b) where the residential premises is

- rented from **month to month**,*
- rented for a fixed term, or*
- a site for a mobile home, and*

*the amount of rent payable by a tenant is **overdue for 5 days or more**, the landlord may give the tenant notice that the rental agreement is terminated and that the tenant is required to vacate the residential premises on a specified date not less than 10 days after the notice is served on the tenant.*

(2) Notwithstanding subsection (1), where the tenant pays the full amount of the overdue rent, including a fee under section 15, before the date specified in the notice under paragraph (1)(a) or (b), the rental agreement is not terminated and the tenant is not required to vacate the residential premises.

(3) Subsection (2) **does not apply where notice is given to a tenant under paragraph (1)(a) or (b) more than twice in a 12 month period.**

(4) In addition to the requirements under section 34, a notice under this section shall

- a. be signed by the landlord;
- b. state the date on which the rental agreement terminates and the tenant is required to vacate the residential premises; and
- c. be served in accordance with section 35.

13. The tenant was in rent arrears in excess of the 5 days when the termination notice was served. On the date of termination, 23-November rent was still in arrears. I asked the landlord's representative how the termination notice was served, and she responded that it was posted to the door on 10-November. In accordance with Section 19 of the *Residential Tenancies Act, 2018* as stated above, the termination notice meets the requirements of the *Act* and is a valid notice.

14. I find that the tenant should have vacated the premises on 23-November-2025.

Decision

15. The landlord's claim for an order for vacant possession of the rented premises succeeds.

Issue # 2: Rent and late fees paid \$882.00

Relevant Submission

16. The landlord's representative testified that rent is outstanding in the amount of \$882.00 which includes late fees, and they submitted a rental ledger to support the claim (LL#3). See breakdown of rental ledger below:

Rental Ledger 2025-1078-NL			
Date	Action	Amount	Total
November 30, 2025	Balance		-\$324.00
December 1, 2025	Rent due	\$900.00	\$576.00
December 1, 2025	Payment	-\$501.00	\$75.00
December 1, 2025	Payment rejected	\$1,152.00	\$1,227.00
December 1, 2025	NSF charge	\$50.00	\$1,277.00
December 3, 2025	Payment	-\$470.00	\$807.00
December 17, 2025	Late fees	\$75.00	\$882.00

Landlord's Position

17. The landlord's representative testified that rent is outstanding for the month of December in the amount of \$807.00 and she is seeking late fees to be paid in the amount of \$75.00 for a total of \$882.000.

Analysis

18. 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.

19. Residential Tenancies Policy 2-4; Deposits, Payments and Fees states;

Late Fees:

When rent is not paid on time, a landlord may charge a late fee of \$5.00 for the first day rent is in arrears and \$2.00 for each additional day that the rent remains in arrears in any consecutive number of rental periods up to a maximum of \$75.00.

20. 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. The rental ledger is amended to show a daily rate for December as this tribunal does not consider future rent (see below).

Amended Rental Ledger 2025-1078-NL			
Date	Action	Amount	Total
November 30, 2025	Balance		-\$324.00
December 1-17, 2025	Rent due	\$503.03	\$179.03
December 1, 2025	Payment	-\$501.00	-\$321.97
December 1, 2025	Payment rejected	\$1,152.00	\$830.03
December 1, 2025	NSF charge	\$50.00	\$880.03
December 3, 2025	Payment	-\$470.00	\$410.03
December 17, 2025	Late fees	\$35.00	\$445.03

Daily rate: \$900 x 12 mths = \$10800
 \$10800 / 365 days = \$29.59 per day

21. I find that rent is outstanding for the period of 1-December up to and including 17-December in the amount of \$410.03 and I find that late fees are due in the amount of \$35.00 for a total of \$445.03.

22. The tenant shall pay a daily rate of rent in the amount of \$29.59 effective 18-December-2025, until such time as the landlord regains possession of the property.

Decision

23. The landlord’s claim for rent paid and late fees succeeds in the amount of \$445.03.

Issue # 3: Hearing Expenses \$40.06

Analysis

24. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and also incurred postal fees in the amount of \$20.06. The landlord submitted a copy of the receipts to support the claim (LL#4). In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, filing fees and postal charges can be claimable costs. As the landlord’s claim for losses has been successful, I find that the tenant is responsible for the hearing expenses.

Decision

25. The landlord’s claim for hearing expenses succeeds in the amount of \$40.06.

Issue # 4: Security deposit applied against monies owed \$200.00

Analysis

26. Section 14 of the *Residential Tenancies Act, 2018* deals with security deposits, and the relevant subsections state:

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).
- (12) A landlord who does not make an application in accordance with subsection (11) shall return the security deposit to the tenant.

27. The landlord's claim for losses has been successful as per paragraphs 23 and 25 above and as such, the security deposit shall be applied against monies owed. 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 for 2020-2023 was 0% and is currently 1% for 2024-2025.

Decision

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

Summary of Decision

29. The tenant shall pay the landlord \$281.17 as follows:

Rent paid & late fees.....	\$445.03
Hearing expenses	40.06
Less: security deposit & interest.....	203.92
Total	\$281.17

30. The tenant shall pay a daily rate of rent beginning 18-December-2025 of \$29.59, until such time as the landlord regains possession of the property.

31. The tenant shall vacate the property immediately.
32. The tenant shall pay to the landlord any costs charged to the landlord by the Office of the High Sheriff should the landlord be required to have the Sheriff enforce the attached Order of Possession.
33. The landlord will be awarded an Order of Possession.

December 19, 2025
Date



Pamela Pennell, Adjudicator
Residential Tenancies Office