

Residential Tenancies Tribunal

Application 2025-1089-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 10:04 a.m. on 6-January-2026.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as “the landlords”, 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 them 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 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 landlords submitted an affidavit with their application stating that they had served the tenant with the notice of hearing electronically via e-mail on 8-December-2025 (LL#1). The landlords submitted proof of service and proof confirming that they used this email address for communication before (LL#2). 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 their absence.
6. There was a written month-to-month rental agreement which commenced on 15-April-2015. The High Sheriff removed the tenant on 28-Novemner-2025 from the residential premises. Rent was \$1100.00 per month due on 1st of each month. A security deposit of \$450.00 was collected at the beginning of the tenancy and is still in the landlords’ possession.
7. The landlords sought compensation for inconvenience, such as costs associated with the involvement of the High Sheriff. The fee for the High Sheriff was paid; however, the reasons for the High Sheriff’s involvement have already been addressed in Decision 2025-0875-

NL. Therefore, the landlords' claim for the compensation paid for the inconvenience is dismissed.

8. The landlords amended their application to include hearing expenses of \$20.00.

9. The security deposit shall be used against any monies owed.

Issues before the Tribunal

10. The landlords are seeking:

- Rent paid \$1950.00;
- Late fees \$75.00;
- Hearing expenses \$20.00.

Legislation and Policy

11. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.

12. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 14: Security Deposit, Section 16: Rental increase, and following sections of the *Residential Tenancies Policy*, Section 2-6 Late payment fee, 12-1: Costs.

Issue # 1: Rent paid \$1950.00 Late fees \$75.00

Relevant Submissions:

13. The landlords are seeking rent in the amount of \$1950.00 for the months of October and November 2025 and late fees of \$75.00. The landlords submitted a rental ledger to support their claim, see copy below:

1 October Rent	2,500.00	-\$1,210.00	1,290.00
1 November Rent	1,100.00	-\$50.00	1,050.00

Landlords' Position:

14. The landlord testified that the tenant had not paid rent since October. The landlord stated that they issued multiple termination notices; however, the tenant did not vacate the premises. Subsequently, the landlord applied for an order for vacant possession, which was granted. The High Sheriff was then involved to enforce the order and remove the tenant on 28-November-25. The landlord is seeking payment of the outstanding rent in full.

Analysis

15. *Residential Tenancies Policy 2-4*, Deposits, Payments and Fees states:

Late payment fee:

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.

16. Section 16 of the Act states:

Rental Increase

...

(2) Notwithstanding subsection (1), a landlord shall not increase the amount of rent payable by a tenant during the 12 month period immediately following the commencement of the rental agreement.

(3) Where a landlord increases the amount of rent payable by a tenant, the increase shall be effective on the first day of a rental period, and the landlord shall give the tenant written notice of the increase

(a) not less than 8 weeks before the effective date of the increase where the residential premises is rented from week to week; and

(b) not less than 6 months before the effective date of the increase where the residential premises is rented from month to month or for a fixed term.

...

17. 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.

18. I accept the landlord’s testimony that rent was not paid by the tenant since October as the tenant was not present or represented during the hearing to provide their testimony. Therefore, with regards to the late fees and in accordance with Section 2-4 of the *Policy* as stated above, I find that that the maximum late fee of \$75.00 is allowed. I also accept the landlord’s testimony that rent was \$850.00 per month and that on 1-May they issued a notice to increase rent to \$1100.00, effective 1-November. According to Section 16 of the *Residential Tenancies Act, 2018*, as stated above, I find that the landlords provided the tenant with written notice of the rent increase six months prior to the effective date. Therefore, I accept that the rent for November shall be \$1100.00, as supported by the evidence submitted (LL#3).

19. The rental ledger is amended to reflect a daily rate for November-2025, as the landlords issued eviction notices to the tenant and the tenant was removed from the premises on 28-November. Therefore, I find that the tenant is responsible for the outstanding rent up to 28-November-2025—the period during which they were entitled to use or occupy the rental premises—in the amount of \$1937.48, including late fees. This amount is calculated as follows:

Amended Rental Ledger 2025-1089-NL			
Date	Action	Amount	Total
September 30,2025	balance		\$0.00
October 1, 2025	Rent due	\$850.00	\$850.00
November 1-28, 2025	Rent due	\$1,012.48	\$1,862.48
	Late fees	\$75.00	\$1,937.48
			\$1,937.48

Daily rate: \$1100 x 12 mths = \$13200.00
\$13200 / 365 days = \$36.16 per day
\$36.16 x 28 days = \$1012.48

Decision

20. The landlord’s claim for rent and late fees succeeds in the amount of \$1937.48.

Issue #2: Hearing expenses \$20.00.

Relevant Submission

21. The landlord paid \$20.00 for the application fee is seeking reimbursement. The landlord submitted a copy of the receipts to support the claim (LL#4).

Analysis

22. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual: Costs*, as the landlords' claim was successful as per paragraph 20, the landlords will be awarded with \$20.00.

Decision

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

Issue # 3: Security deposit to be applied against any monies owed \$450.00

Analysis

24. 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).

25. The landlords' claim for losses has been successful as per paragraphs 20, and 23 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 interest in 2015-2023 was 0%, the annual interest in 2024-2025 is 1%.

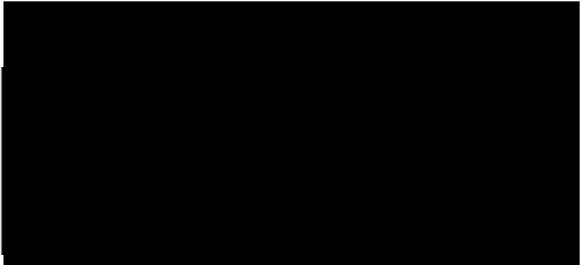
Decision

26. Security deposit plus interest of \$459.00 to be applied against monies owed.

Summary of Decision

27. The tenant shall pay the landlords \$1459.48 as follows:

Rent and late fees.....	\$1937.48
Hearing expenses.....	\$20.00
Less - Security Deposit.....	\$459.00
Total	\$1459.48



January 13, 2026
Date

Oksana Tkachuk, Adjudicator
Residential Tenancies Office