

Residential Tenancies Tribunal

Application 2025-1116-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:15a.m. on 15-January-2026.
2. The applicant, [REDACTED], represented by [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 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 landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing via prepaid registered mail on 17-December-2025 (LL#1). After reviewing a tracking number, I found that mail was sent on 15-December and the landlord’s representative confirmed that the date on the affidavit was an error. 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 is a written month-to-month rental agreement which commenced on 8-November-2023. Rent is \$522.00 per month due on 1st of each month. A security deposit was not collected.
7. The landlord amended their application to increase rent from \$9462.00 as per their application to total of \$10506.00 including rent for the month of January.

Issues before the Tribunal

8. The landlord is seeking:
- Rent paid \$10506.00;
 - Other 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 Policy*, Section 12-1: Costs.

Issue # 1: Rent paid \$10506.00

Relevant Submissions:

11. The landlord submitted a rental ledger indicating the amount tenant owed since the beginning of the tenancy (LL#2), see copy below:

Date	Transaction Description	Debit	Credit	Balance
01-FEB-25	Periodic Debit	522.00		6630.00
01-MAR-25	Periodic Debit	522.00		7152.00
03-MAR-25	BACS Payment		622.00	6530.00
01-APR-25	Periodic Debit	522.00		7052.00
01-APR-25	BACS Payment		622.00	6430.00
01-MAY-25	Periodic Debit	522.00		6952.00
01-MAY-25	BACS Payment		622.00	6330.00
01-JUN-25	Periodic Debit	522.00		6852.00
02-JUN-25	BACS Payment		622.00	6230.00
13-JUN-25	M/A Returned Payment	622.00		6852.00
01-JUL-25	Periodic Debit	522.00		7374.00
01-JUL-25	BACS Payment		622.00	6752.00
08-JUL-25	M/A Returned Payment	622.00		7374.00
01-AUG-25	Periodic Debit	522.00		7896.00
01-AUG-25	BACS Payment		1443.75	6452.25
06-AUG-25	M/A Returned Payment	1443.75		7896.00
01-SEP-25	Periodic Debit	522.00		8418.00
01-SEP-25	BACS Payment		622.00	7796.00
09-SEP-25	M/A Returned Payment	622.00		8418.00
01-OCT-25	Periodic Debit	522.00		8940.00
01-OCT-25	BACS Payment		622.00	8318.00
10-OCT-25	M/A Returned Payment	622.00		8940.00
01-NOV-25	Periodic Debit	522.00		9462.00
03-NOV-25	BACS Payment		622.00	8840.00
10-NOV-25	M/A Returned Payment	622.00		9462.00
01-DEC-25	Periodic Debit	522.00		9984.00
01-DEC-25	BACS Payment		622.00	9362.00
11-DEC-25	M/A Returned Payment	622.00		9984.00
01-JAN-26	Periodic Debit	522.00		10506.00

Landlord's Position:

12. The landlord stated that the rent arrears have remained outstanding for an extended period of time, explaining that the rent was received only four times since the beginning of the tenancy. The landlord is seeking rent to 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 testimony regarding rent amounts owed as the tenant was not present or represented during the hearing to provide their testimony. After reviewing the landlord's submission, I accept that for the period from December 2023 to January 2026 (26 months), the landlord received one payment of \$1200.00 and three payments of \$622.00. Therefore, after a calculation, I confirm that the amount tenant owes to the landlord for the period in question is \$10506.00. I find that the tenant is responsible for the outstanding balance for the time they were entitled to use or occupy the rental premises from December 2023 to January 2026.

Decision

15. The landlord's claim for rent succeeds in the amount of \$10506.00.

Issue # 2: Other expenses \$20.00.

Relevant Submission

16. 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#3).

Analysis

17. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual: Costs*, as the landlord's claim was successful as per paragraph 15, the landlord will be awarded with \$20.00.

Decision

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

Summary of Decision

19. The tenant shall pay the landlord \$10526.00 as follows:

Rent	\$10506.00
Other expenses	\$20.00
 Total	 \$10526.00

January 27, 2026
Date

Oksana Tkachuk, Adjudicator
Residential Tenancies Office