

Residential Tenancies Tribunal

Application 2025-1135-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:20 a.m. on 14-January-2026.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, represented by [REDACTED], 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 at the beginning 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 electronically via e-mail on 31-December-2025 (LL#1). The landlord also submitted proof of sent email on that day and proofs that this email address was used for the communication with the tenant 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 fixed-term rental agreement which commenced on 1-September-2025 for one year. The tenant vacated on 22-December-2025. Rent was \$1050.00 per month due on 1st of each month. A security deposit of \$750.00 was collected on 6-October-2025 and is still in the landlord’s possession.
7. The landlord amended their application to remove validity of a termination notice, to increase claim for the utilities from 229.12 to \$349.68 and to include hearing expenses of \$20.00.

Issues before the Tribunal

8. The landlord is seeking:

- Rent paid \$2100.00;
- Late fees \$75.00
- Utilities to be paid \$349.68;
- Hearing expenses \$20.00;
- Security deposit to be applied against any monies owed \$750.00.

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*: Section 14: Security Deposit, and following sections of the *Residential Tenancies Policy*, Section 2-4; Deposits, Payments and Fees and Section 12-1: Costs.

Issue # 1: Rent paid \$2100.00 Late fees \$75.00

Relevant submission:

11. The landlord submitted the rental ledger to support their claim, see copy below:

Oct 6, 2025	Deposit	750.00	750.00	0
Oct 6, 2025	September rent	1050.00	1050.00	0
Oct 10, 2025	October rent	1068.00	1070.00	7.00
	November	1050.00	0	1050.00
	December	1050.00	0	2100.00

Landlord's Position:

12. The landlord is seeking payment of rent for the months of November and December, stating that the tenant did not pay rent for the months in question. The landlord stated that multiple termination notices were issued due to non-payment of rent and confirmed that the tenant vacated the premises on the date specified in the most recent termination notice (LL#3). 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. *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.

15. I accept the landlord's representative's testimony regarding rent amounts owed, as the tenant was not present or represented during the hearing to provide their account. 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.
16. The rental ledger is amended to reflect a daily rate for December-2025, as the landlords issued eviction notices to the tenant and the tenant vacated the premises on 22-December. Therefore, I find that the tenant is responsible for the outstanding rent up to 22-December-2025—the period during which they were entitled to use or occupy the rental premises—in the amount of \$1864.44, including late fees. This amount is calculated as follows:

Amended Rental Ledger 2025-1135-NL			
Date	Action	Amount	Total
September 30, 2025	balance		\$0.00
October 1, 2025	Rent due	\$1,050.00	\$1,050.00
October 10, 2025	Payment	-\$1,070.00	-\$20.00
November 1, 2025	Rent due	\$1,050.00	\$1,030.00
December 1-22, 2025	Rent due	\$759.44	\$1,789.44
	Late fees	\$75.00	\$1,864.44

Daily rate: $\$1050 \times 12 \text{ mths} = \12600.00
 $\$12600 / 365 \text{ days} = \34.52 per day
 $\$34.52 \times 22 \text{ days} = \759.44

Decision

17. The landlord's claim for rent and late fees succeeds in the amount of \$1864.44.

Issue # 2: Utilities Paid \$349.68

Landlord's Position

18. The landlord is seeking payment for utility charges for the months of November and December, stating that the tenant never switched the utilities under their name and did not pay for utilities during those months. The landlord submitted Newfoundland Power bills to support their claim (LL#4).

Analysis

19. I accept the landlord's representative's statement that, under their agreement, the tenant was responsible for payment of the utility bills, however failed to pay for the utilities during the months of November and December. The tenant was not present or represented during the hearing to provide their testimony. I also accept that the landlord provided NL Power bills to support their claim.
20. According to paragraph 17 of this Decision, the tenant is responsible for rent until 22-December. Therefore, I find that the tenant shall also be responsible for utility charges for the same period. The utility bill provided for the month of November shows \$229.12 charge, and December bill covers 2-December-2025 to 2-January-2026, with a total amount of \$117.91. To calculate the tenant's share, I divided \$117.91 by 31 days to determine a daily rate of \$3.80. The tenant is responsible for 20 days in December, from 2-December-22-December, resulting in a utility charge of \$76.00 and utilities carried over to the month of November of \$229.12.

Decision

21. The landlord's claim for utilities paid succeeds in the amount of \$305.12.

Issue #5: Hearing expenses \$20.00.

Relevant Submission

22. The landlord paid \$20.00 for the application fee is seeking reimbursement. The landlord submitted a copy of the receipt to support the claim (LL#5).

Analysis

23. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual: Costs*, as the landlord's claim was successful as per paragraphs 17 and 21, the landlord will be awarded with \$20.00.

Decision

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

Issue # 6: Security deposit to be applied against any monies owed \$750.00

Analysis

25. 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).

26. The landlord's claim for losses has been successful as per paragraphs 17, 21 and 24 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 2025 was 1%, the annual interest in 2026 is 0%.

Decision

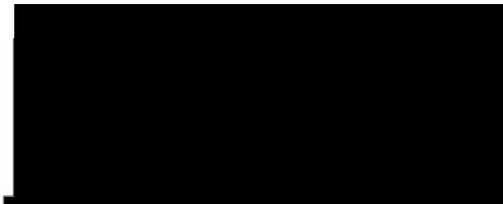
27. Security deposit plus interest of \$751.79 to be applied against monies owed.

Summary of Decision

28. The tenant shall pay the landlord \$1437.77 as follows:

Rent and late fees.....	\$1864.44
Utilities	\$305.12
Hearing expenses.....	\$20.00
Less than Security Deposit.....	\$751.79
Total	\$1437.77

January 23, 2026
Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office