

Residential Tenancies Tribunal

Application 2025-1145-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:15 a.m. on 11-February-2026.
2. The applicant, [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 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 29-January-2026 (LL#1). The landlord also submitted proof of sent email on that day and proof that this email address was used for the communication with the tenant before (LL#2,3). 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 verbal fixed-term rental agreement which commenced on 1-January-2025 for one year. The tenant vacated between 1 to 14-January-2026. Rent was \$575.00 per month due on 1st of each month. A security deposit of \$350.00 was collected on 1-January-2025 and is still in the landlord’s possession.
7. The landlord amended their application to include hearing expenses of \$20.00.
8. The disposition of Security deposit will be dealt in this decision.

Issues before the Tribunal

9. The landlord is seeking:
- Rent paid \$2100.00;
 - Hearing expenses \$20.00;

Legislation and Policy

10. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
11. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 14: Security Deposit, Section 19: Notice where failure to pay rent, 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

Relevant submission:

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

1-Aug-25	575		11-Aug-25	Full	late
1-Sep-25	575	\$375	Sept 6th, 2025	\$200	late
1-Oct-25	575	575	NA	No payment	late
1-Nov-25	575	575	NA	No payment	late
1-Dec-25	575	575	NA	No payment	late

Sum owing \$2100

Landlord's Position:

13. The landlord is seeking payment of rent in full for the months of September, October, November and December-2025. The landlord stated that they issued a termination notice due to non-payment of rent on 21-November-2025 to vacate by 4-December-2025 (LL#4). They explained that they later discovered the tenant had vacated the premises during the first weeks of January-2026. As the tenant did not contact the landlord to return the keys, the landlord is unsure of the exact date the tenant moved out. The landlord is therefore seeking payment of rent for the months owing in full.

Analysis

14. 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.
15. I accept the landlord's testimony regarding the rent amount owed, as the tenant was not present or represented during the hearing to provide their account. I accept that rent for the month of September was partially paid, and no rent payments were received for the months of October, November and December.
16. Therefore, I find that the tenant is responsible for the outstanding rent in full.

Decision

17. The landlord's claim for rent succeeds in the amount of \$2100.00.

Issue # 2: Hearing expenses \$20.00.

Relevant Submission

18. 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

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

Decision

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

Issue # 3: Security deposit to be applied against any monies owed \$350.00

Analysis

21. 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).

22. The landlord's claim for losses has been successful as per paragraphs 17 and 20 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

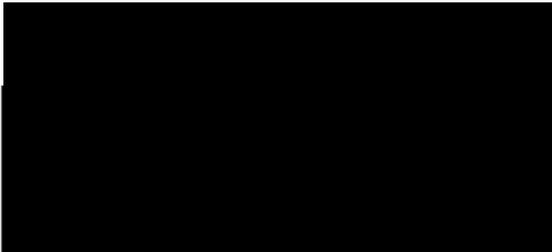
23. Security deposit plus interest of \$353.50 is to be applied against monies owed.

Summary of Decision

24. The tenant shall pay the landlord \$1766.50 as follows:

Rent.....	\$2100.00
Hearing expenses.....	\$20.00
Less Security Deposit & interest	\$353.50
Total.....	\$1766.50

February 20, 2026
Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office