

Residential Tenancies Tribunal

Application 2025-1146-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:15 a.m. on 20-February-2026.
2. The applicant, [REDACTED] hereinafter referred to as “the landlord”, represented by [REDACTED] attended by teleconference.
3. The respondents, [REDACTED] and [REDACTED] hereinafter referred to as “the tenants”, did not attend.

Preliminary Matters

4. The tenants were 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 two affidavits with their application stating that they had served the tenants with the notice of hearing electronically via e-mails on 26-January-2026 (LL#1,2). The landlord also submitted proof of sent emails on that day and proof that these email addresses were used for the communication with the tenants before (LL#3,4). In accordance with the Residential Tenancies Act, 2018 this is good service. As the tenants were 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-April-2025 for one year. The tenants vacated on 20-November-2025. Rent was \$1050.00 per month due on 1st of each month. A security deposit of \$750.00 was collected on 25-February-2025 and is still in the landlord’s possession.
7. The landlord’s representative amended their application to include hearing expenses of \$26.00.

Issues before the Tribunal

8. The landlord is seeking:

- Rent paid \$1575.00;
- Late fees \$75.00;
- Hearing expenses \$26.00;
- 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 \$1575.00 Late fees \$75.00

Relevant submission:

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

29/8/25	September rent	1050.00	1050.00	0	
09/9/25	October rent	1050.00	500.00	550.00	
3/10/25	October rent	550.00	550.00	0	
NOV	no rent was paid.				
Dec	half month rent	525.00			
			owe	75.00	15 late fees.
				1575.00	

Landlord's Position:

12. The landlord is seeking payment of rent for November in full, as well as 15 days of December-2025 and late fees. The landlord's representative testified that, they issued a termination notice to the tenants on 7-November due to non-payment of rent. The landlord's representative testified that, as the tenancy was subject to a fixed-term rental agreement, they believe that the tenants remained responsible for rent until such time when they found a new tenant on 15-December-2025.
13. The landlord is seeking rent and late fees to be paid 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 representative testimony that the tenants failed to pay rent in November, as the tenants were not present or represented during the hearing to provide their account. I accept that the landlord issued a termination notice to the tenants on 7-November under the Section 19 of the *Act* to vacate on 20-November (LL#5). Based on the landlord's statement, I further accept that the tenants vacated the rental unit on 20-

November in accordance with that notice. Therefore, I find that the tenants are responsible for the rent for the period during which they were entitled to use or occupy the rental unit.

16. *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.

17. Therefore, with regards of late fees, the applicable late fees are calculated in accordance with *Residential Tenancies Policy 2-4: Deposits, Payments and Fees*, as stated above. Based on the rent having been due on 1-November-2025 and remaining unpaid until 20-November, the late fees are calculated as follows: November 2 at \$5.00, and November 3 to November 20 (18 days) at \$2.00 per day, totaling \$41.00. The rent is calculated on prorated basis, as follows:

Amended Rental Ledger 2026-1146-NL			
Date	Action	Amount	Total
October, 2025	balance		\$0.00
November 1-20, 2025	Rent due	\$690.40	\$690.40
	Late fees	\$41.00	\$731.40

Daily rate: $\$1050 \times 12 \text{ mths} = \12600.00
 $\$12600 / 365 \text{ days} = \34.52 per day
 $\$34.52 \times 20 \text{ days} = \690.40

18. Accordingly, the landlord's claim for rent and late fees succeeds in the amount of \$690.40 for rent and \$41.00 for late fees.

Decision

19. The landlord's claim for rent and late fees succeeds in the amount of \$731.40

Issue # 2: Compensation paid for inconvenience \$26.04.

Relevant Submission

20. The landlord paid \$26.04 for the application fee and *Residential Tenancies Act* is seeking reimbursement. The landlord submitted a copy of the receipt to support the claim (LL#6).

Analysis

21. In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel: Costs*, general claimable costs may include the costs incurred in the preparation for the hearing. However, I do not accept the cost of purchasing a copy of the *Residential Tenancies Act* as a claimable preparation expense. The *Act* is publicly available online at no cost, and for landlords, familiarity with the legislation is a normal and expected cost of operating a rental business. Accordingly, the landlord's claim for reimbursement of the cost of the *Act* is denied.

22. As the landlord's claim was successful as per paragraph 19, the landlord will be awarded filing fee in the amount of \$20.00.

Decision

23. The landlord's claim for compensation paid for the inconvenience succeeds in the amount of \$20.00.

Issue # 3: Security deposit to be applied against any monies owed \$750.00

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 landlord's claim for losses has been successful as per paragraphs 19 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 2025 was 1%, the annual interest in 2026 is 0%.

Decision

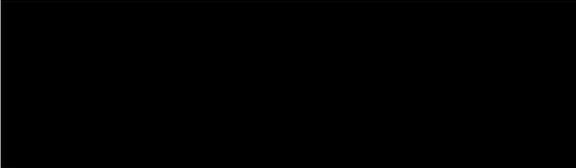
26. Security deposit plus interest of \$756.37 to be applied against monies owed.

Summary of Decision

27. The landlord shall retain \$751.40 from the Security Deposit to cover compensation for *rent and late fees and hearing expenses*.

February 26, 2026

Date


Oksana Tkachuk, Adjudicator
Residential Tenancies Office