

Residential Tenancies Tribunal

Application 2026-0004-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 2:01 p.m. on 29-January-2026.
2. The applicant, [REDACTED] hereinafter referred to as “the landlord” 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 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 the claim and notice of hearing 10 clear days prior to the hearing date and, where the respondents fail 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. The landlord submitted 2 affidavits with her application stating that she had served the tenants electronically by email on 15-January-2025 (LL#1). The landlord submitted proof of service (LL#2). The hearing was rescheduled due to inclement weather, and the tenants were served a notice of rescheduled hearing electronically by email on 27-January-2026 (LL#3). 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.
5. There is a 12-month fixed-term rental agreement which commenced on 1-July-2025. Christopher Barry never moved into the unit and was denied a request to be removed from the lease. Rent is \$2050.00 per month, due on the first day of each month. A security deposit of \$1025.00 was paid on 17-June-2025 and is in the landlord's possession.
6. [REDACTED] is considered a tenant for the purpose of this decision.

7. The application was amended to increase rent paid from \$4100.00 as per the application to \$6150.00 and to increase utilities paid from \$1165.58 to 1713.79. Also, the landlord is seeking hearing expenses, and the disposition of the security deposit shall be dealt with in this decision.

Issues before the Tribunal

8. The landlord is seeking:
- An Order for vacant possession of the rented premises.
 - Rent and late fees paid \$6225.00
 - Utilities paid \$1713.79
 - Hearing expenses \$20.00
 - Security deposit applied against monies owed \$1025.00

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 are the following sections of the *Residential Tenancies Act, 2018*: Section 14: Security deposit, Section 15: Fee for failure to pay rent and Section 19: Notice where failure to pay rent. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Policy Manual*: Section 2-4: Deposits, payments and fees and Section 12-1: Recovery of costs.

Issue # 1: Vacant Possession of the Rented Premises

Relevant Submission

11. The landlord submitted a copy of a termination notice given on a *Landlord's Notice to Terminate Early – Cause* form under Section 19: Notice where failure to pay rent. The notice was dated for the 26-November-2025 to vacate on 12-December-2025 (LL#4).

Landlord's Position

12. The landlord's representative testified that rent is outstanding dating back to November 2025, and she stated that she is seeking vacant possession under Section 19 of the *Act*.

Analysis

13. Section 19 of the *Residential Tenancies Act, 2018* states:

Notice where failure to pay rent

19. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b),

(b) where the residential premises is

- i. rented from *month to month*,**
- ii. rented for a fixed term, or**
- iii. a site for a mobile home, and**

the amount of rent payable by a tenant is **overdue for 5 days or more**, the landlord may give the tenant notice that the rental agreement is terminated and that the tenant is required to vacate the residential premises on a specified date not less than 10 days after the notice is served on the tenant.

(2) Notwithstanding subsection (1), where the tenant pays the full amount of the overdue rent, including a fee under section 15, before the date specified in the notice under paragraph (1)(a) or (b), the rental agreement is not terminated and the tenant is not required to vacate the residential premises.

(3) Subsection (2) **does not apply where notice is given to a tenant under paragraph (1)(a) or (b) more than twice in a 12 month period.**

(4) In addition to the requirements under section 34, a notice under this section shall

- a. be signed by the landlord;
- b. state the date on which the rental agreement terminates and the tenant is required to vacate the residential premises; and
- c. be served in accordance with section 35.

14. The tenants were in rent arrears in excess of the 5 days when the termination notice was served. On the date of termination, 12-December-2025 rent was still in arrears. I asked the landlord how she served the termination notice, and she responded that it was hand delivered to the unit on 1-December-2025 and also sent electronically via email to both respondents on 26-November-2025. In accordance with Section 19 of the *Residential Tenancies Act, 2018* as stated above, the termination notice meets the requirements of the Act and is a valid notice.

15. I find that the tenants should have vacated the premises on 12-December-2025.

Decision

16. The landlord's claim for an order for vacant possession of the rented premises succeeds.

Issue # 2: Rent & Late Fees Paid \$6225.00

Relevant Submission

17. The landlord's representative testified that rent is outstanding in the amount of \$6150.00, and she submitted a rental ledger to support the claim (LL#5). See breakdown of rental ledger below:

Rental Ledger 2026-0004-NL			
Date	Action	Amount	Total
October 31, 2025	Balance		\$0.00
November 1, 2025	Rent due	\$2,050.00	\$2,050.00
December 1, 2025	Rent due	\$2,050.00	\$4,100.00
January 1, 2026	Rent due	\$2,050.00	\$6,150.00

Landlord's Position

18. The landlord's representative testified that rent has not been paid since October 2025, and she stated that she is also seeking the maximum late fee charge of \$75.00 for a total outstanding balance of \$6225.00.

Analysis

19. Section 15 of the *Residential Tenancies Act, 2018* states:

Fee for failure to pay rent

15. (1) *Where a tenant does not pay rent for a rental period within the time stated in the rental agreement, the landlord may charge the tenant a late payment fee in an amount set by the minister.*

20. Residential Tenancies Policy 2-4; Deposits, Payments and Fees states;

Late Fees:

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.

21. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid by a tenant(s) during the use or occupancy of residential premises. Also, in accordance with Section 15 of the *Act* and Section 2-4 of the *Policy* as stated above, I find that the tenant shall pay the maximum late fee charge of \$75.00. The rental ledger is amended to show a daily rate for January as this tribunal does not consider future rent (see below).

Amended Rental Ledger 2026-0004-NL			
Date	Action	Amount	Total
October 31, 2025	Balance		\$0.00
November 1, 2025	Rent due	\$2,050.00	\$2,050.00
December 1, 2025	Rent due	\$2,050.00	\$4,100.00
January 1-29, 2026	Rent due (29 days)	\$1,954.60	\$6,054.60

Daily rate: $\$2050 \times 12 \text{ mths} = \$24,600$
 $\$24,600 / 365 \text{ days} = \67.40 per day

22. I find that rent is outstanding for the period of 1-November-2025 up to and including 29-January-2026 in the amount of \$6054.60. I also find that the tenants are also responsible for the maximum late fee charge of \$75.00 for a total of \$6,129.60.

23. The tenant shall pay a daily rate of rent in the amount of \$67.40 effective 30-January-2026, until such time as the landlord regains possession of the property.

Decision

24. The landlord's claim for rent and late fees paid succeeds in the amount of \$6129.60.

Issue # 3: Utilities Paid \$1713.79

Relevant Submission

25. The landlord's representative testified that utilities are outstanding in the amount of \$1713.79, and she submitted a utilities ledger and a copy of the *NL Power* bills to support the claim (LL#6). See breakdown of utilities ledger below:

Utility Ledger 2026-0004-NL			
Utility Bill	period	Amount	Total
September	August 11 - September 9	\$164.09	\$164.09
October	September 10 - October 8	\$197.18	\$361.27
November	October 9 - November 7	\$282.82	\$644.09
December	November 8 - December 9	\$521.49	\$1,165.58
January	December 10 - January 9	\$548.21	\$1,713.79

Landlord's Position

26. The landlord's representative testified that she entered into an agreement with the tenants whereby they would be responsible for all utilities in relation to the unit, but the bill would remain in her name, and they would pay her directly upon receiving the bill each month. The landlord submitted a copy of the rental agreement to support the claim (LL#7), and she stated that she is seeking utilities to be paid in full.

Analysis

27. In accordance with paragraph 27 of the rental agreement, I accept that the tenants are responsible for all utilities in relation to the property and based on the exhibits entered into evidence, I find that the tenants are responsible for utilities paid in the amount of \$1713.79 for the period of 11-August-2025 up to and including 9-January-2026.

Decision

28. The landlord's claim for utilities paid succeeds in the amount of \$1713.79.

Issue # 4: Hearing Expenses \$20.00

Analysis

29. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#8). In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, filing fees can be claimable costs. As the landlord's claim for losses has been successful, I find that the tenants are responsible for the hearing expenses.

Decision

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

Issue # 5: Security deposit applied against monies owed \$1025.00

Analysis

31. Section 14 of the *Residential Tenancies Act, 2018* deals with security deposits, and the relevant subsections state:

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).*
- (12) *A landlord who does not make an application in accordance with subsection (11) shall return the security deposit to the tenant.*

32. The landlord's claim for losses has been successful as per paragraphs 24, 28 and 30 above 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 annual interest rate for 2025 was 1% and is currently 0% for 2026.

Decision

33. The landlord's claim to have the security deposit applied against monies owed succeeds.

Summary of Decision

34. The tenants shall pay the landlord \$6832.83 as follows:

Rent & late fees paid.....	\$6129.60
Utilities paid	1713.79
Hearing expenses	20.00
Less: security deposit & interest.....	1030.56
 Total	 \$6832.83

35. The tenants shall pay a daily rate of rent beginning 30-January-2026 of \$67.40, until such time as the landlord regains possession of the property.

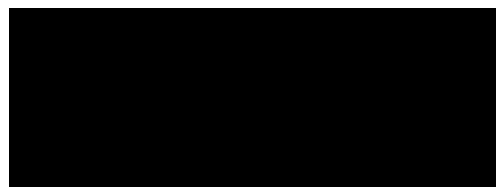
36. The tenants shall vacate the property immediately.

37. The tenants shall pay to the landlord any costs charged to the landlord by the Office of the High Sheriff should the landlord be required to have the Sheriff enforce the attached Order of Possession.

38. The landlord will be awarded an Order of Possession.

February 3, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office