

Residential Tenancies Tribunal

Application 2026-0025-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 3-February-2026 at 2:00 pm.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, attended by teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as the tenant, did not attend.
4. Two witnesses, [REDACTED] and [REDACTED], also attended via teleconference.

Procedural History

5. 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 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. The landlord submitted a pair of affidavits (LL#1 and LL#2) with their application stating that they had served the tenants with notice of the hearing electronically on 19-January-2026 at approximately 1:03 pm. Proof of service was also provided (LL#4 and LL#5). 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.

Issues before the Tribunal

6. Should the landlord's claim for an order of vacant possession succeed?
7. Should the landlord's claim for unpaid rent and late fees succeed?
8. Should the landlord's claim for unpaid utilities succeed?

9. What is the proper disposition of the security deposit?

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* (the *Act*).
11. Also considered and referred to in this decision are sections 19 and 34 of the *Act*, as follows:

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.

...

Requirements for notices

34. A notice under this Act shall

(a) be in writing in the form prescribed by the minister;

- (b) contain the name and address of the recipient;
- (c) identify the residential premises for which the notice is given; and
- (d) state the section of this Act under which the notice is given.

Issue 1: Vacant Possession

- 12. In order to receive an order for vacant possession, a landlord must provide a valid termination notice. To be valid, a termination notice must comply with all relevant sections of the *Act*.
- 13. The landlord provided a copy of a termination notice (LL#36). It is written in the form prescribed by the minister. It contains the name and address of the recipient. It identifies the residential premises for which it was given. It states that it is given under s. 19 of the *Act*. It therefore complies with s. 34 of the *Act*.
- 14. LL#36 was signed by the landlord. It states the date on which the rental agreement is to terminate. It was served on the tenant electronically in accordance with s. 35(2)(f) of the *Act*. It therefore complies with s. 19(4).
- 15. LL#36 was issued on 6-December-2025. Rent was due on 1-December-2025. It was overdue on 2-December-2026. When LL#36 was issued, then, it had not been overdue only by four days, not five or more. LL#36 contravenes s. 19(1)(b) and is therefore invalid.

Decision

- 16. The termination notice dated 6-December-2025 is invalid. The landlord's claim for an order of vacant possession fails.

Issue 2: Rent and Late Fees

- 17. The landlord claims \$5550.00 in unpaid rent and \$2735 in late fees. The rent represents the \$1800/month amount for the months of December 2025-February 2026. The landlord testified that they have received no rent payments since the initial payment for half of the month of November, and I accept their uncontradicted testimony.
- 18. This tribunal does not award future rent. Therefore, a daily rate must be calculated. The correct formula for determining the daily rate is to multiply the monthly rent by the 12 months and dividing by the 365 days of the year. In the present case, the daily rate $\$1850/\text{month} \times (12 \text{ months}/365 \text{ days}) = \sim \$60.82/\text{day}$. Calculated to the date of the hearing, the rent owing for February totals \$182.47. The total rent owing as of the date of the hearing is therefore \$3882.47.
- 19. S. 15(1) of the *Act* states that 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. The minister has set the rate for late fees at \$5.00 for the first day and \$2.00 for each day thereafter, to a maximum of \$75.00. As

rent has been owing for more than 35 days, the maximum late payment fee of \$75.00 applies.

Decision

20. The landlord's claim for unpaid rent succeeds in the amount of \$3882.47. The landlord's claim for late fees succeeds in the amount of \$75.00. For clarity, this order does not relieve the tenant from the responsibility of paying further rent should they remain in the premises.

Issue 3: Unpaid Utilities

21. The landlord claims \$400.87 in unpaid utilities, notwithstanding the fact that the rental agreement was that utilities would be included in the rent. He testifies that the tenant's usage of the utilities was far beyond the norm and provided evidence to this effect.
22. One witness said that all the interior lights visible from outside were on "constantly," and the doors were opened wide for extended periods several times during the dead of winter. Another witness testified that when she attended the premises on January 1, 2026, she observed that the top of the stove looked like it had been regularly used and not cleaned for over a year, even though she knew it had been clean when the tenants moved in on 16-November-2025. She also noticed that all of the windows were open despite the winter cold.
23. LL#30-35 are NL power bills for the months of December and January in the current year and the two previous years. These show massive increases in power usage during the tenancy compared to recent years. For instance, the meter readings on or about the 20th of December in 2023 and 2024 show energy charges of \$114.40 and \$119.73 respectively, whereas the 2025 bill shows an energy charge of \$336.51
24. I accept as a matter of fact on the balance of probabilities that the tenants engaged in excessive power usage beyond which the landlord might have reasonably expected. Does it then follow that the landlord can recover some or all of these costs, notwithstanding the fact that the rental agreement indicated the landlord would be responsible for the cost of utilities?
25. I conclude that it does not. The rental agreement states that the landlord will provide utilities. Nothing in the rental application (LL#7-LL#8) , prior written communications (LL#9, LL#20, LL#24), rental agreement, or the *Act* places limits on this responsibility or allows for this term of the agreement to be changed. The landlord did send a notice to the tenants telling them to change their behaviour regarding the usage of electricity, but the agreement cannot be unilaterally retroactively changed. Having given the matter due consideration, I find no legal basis for the landlord's claim for unpaid utilities.

Decision

26. The landlord's claim for unpaid utilities fails.

Issue 4: Security Deposit

- 27. The landlord is owed moneys and may therefore apply the security deposit against the sum owed. In this case the security deposit is \$1387.50 that was received in full on 17-November-2025.
- 28. S. 14(7) of the *Act* states that a landlord shall credit interest to the tenant on the full amount or value of the security deposit, at the rate prescribed by the regulations, during the time the security deposit is held by the landlord. The regulations set a simple interest rate of 1% annual for 2025 and 0% for 2026. This results in interest totaling \$1.71.

Summary of Decision

29. The termination notice dated 6-December-2025 is invalid. The landlord’s application for an order of vacant possession fails.

30. The tenants shall pay to the landlord \$2568.26 as follows:

Unpaid Rent.....	\$3882.47
Late fees.....	\$75.00
Less Security Deposit.....	-\$1389.21
 Total.....	 \$2568.26

12-February-2026
Date



Seren Cahill
Residential Tenancies Office