

Residential Tenancies Tribunal

Application 2026-0043-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 4-February-2026 at 9:15 am.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, also attended by teleconference.

Procedural History

4. The tenant acknowledged he was properly served.

Issues before the Tribunal

5. Should the landlord's claim for unpaid rent and late fees succeed?
6. Should the landlord's claim for unpaid utilities succeed?
7. Should the landlord's claim for damages succeed?
8. What is the proper disposition of the security deposit?

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 (the *Act*).

Issue 1: Rent and Late Fees

10. The landlord claims \$700 in unpaid rent, representing the \$700/month rent for the final month of July 2025. The tenant did not dispute this claim.

11. 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 payment fees at \$5.00 for the first day and \$2.00 for each day thereafter to a maximum of \$75.00. As the rent has been overdue for more than 35 days, the maximum late payment fee applies.

Decision

12. The landlord's claim for unpaid rent succeeds in the amount of \$700.00. The landlord's claim for late fees succeeds in the amount of \$75.00.

Unpaid Utilities

Landlord's Position

13. The landlord claims \$32.90 in unpaid utilities, supported by the power bill.

Tenant's Position

14. The tenant denies responsibility for the unpaid utilities. He says the rent was in the name of his partner, who had moved previously, and had never been his responsibility. He had paid the rent, but not the utilities.

Analysis

15. The tenant testified that he and his partner moved in at the same time and as part of the same agreement. They therefore would have shared possession of the premises, the right to use the premises, at the same time, and under the same agreement. This means they were "joint tenants." Joint tenants are responsible for each other's commitments. The tenant and his partner may have chosen amongst themselves to divide the responsibilities however they wish but, from a legal perspective, the landlord could hold them both responsible for the rent and the utilities.
16. The landlord testified, and the tenant did not dispute, that when the tenant's partner left he had spoken with him about the requirement of 30 days notice. The tenant told him that he would be staying for July and paying for that period. This text message exchange can be seen in LL#2.
17. I interpret this event as the landlord accepting the termination of the joint tenancy on the condition of the tenant forming a new verbal rental agreement on the same terms. I do not accept that the landlord and the tenant agreed to change the agreement to exclude the claim for utilities. It seems that the landlord had not even been aware whose name the utilities had been in.
18. The tenant is responsible for the utilities in the amount of \$32.90.

Decision

19. The landlord's claim for unpaid utilities succeeds in the amount of \$32.90.

Issue 3: Damages

Landlord's Position

20. The landlord claims \$650.00 in compensation for damages. This represents the cost of removing bulk garbage he testified the tenant left on the premises. LL#3-LL#6 show this bulk garbage. There is a large amount, including appliances, a mattress, and a boxspring. He says he paid \$650.00 for the removal of this garbage and provided two letters in support of this (LL#7).

Tenant's Position

21. The tenant agreed he left the garbage on the premises but denies the necessity of paying to have it removed. He points out that the municipality in question does weekly bulk garbage collection at the curbside.

Analysis

22. Given the large amount of garbage left on the premises, I accept the landlord's testimony that it interfered with the ability of new tenants to take possession and that its immediate removal was therefore necessary.

Decision

23. The landlord's claim for damages succeeds in the amount of \$650.00.

Issue 4: Security Deposit

24. The landlord is owed moneys and may therefore apply the security deposit against the sum owed. The security deposit in this case was \$350.00 received on 10-October-2023.

25. 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 prescribe an interest rate of 0% for the years 2023 and 2026 and a simple interest rate of 1% annual for the years 2024 and 2025. Calculated to the date of the hearing, this results in interest totaling \$7.00.

Summary of Decision

26. The landlord was successful in their claim and therefore may seek to be reimbursed for their reasonable hearing expenses. In this case they seek the \$20.00 application fee and \$28.00 for the services of a Commissioner of Oaths, whose receipt was provided (LL#8). Both are granted.

27. The tenant shall pay to the landlord \$1148.90 as follows:

Unpaid Rent.....\$700.00
Damages.....\$650.00
Late Fees.....\$75.00
Utilities.....\$32.90
Hearing Expenses.....\$48.00
Less Security Deposit.....-(\$357.00)

Total.....\$1148.90

25-February-2026

Date



Seren Cahill
Residential Tenancies Office