

Residential Tenancies Tribunal

Application 2026-0047-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:20 a.m. on 9-March-2026.
2. The applicant, [REDACTED] represented by [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 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 the claim and notice of 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-mail on 19-February-2026 (LL#1,2). The landlord submitted proof of sent emails and confirmation that they used the email addresses for the communication with the tenants and receive rent to support their claim (LL#3,4,5). I accept that, 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 verbal fixed-term rental agreement which commenced on 1-September-2025 for one year. The tenants vacated between 3-5th January-2026. Rent was \$1200.00 per month due on 1st of each month. A security deposit of \$500.00 was collected on 28-August-2025 and is still in the landlord’s possession.
7. The landlord amended their application to decrease rent from \$4000.00 to \$1800.00 and to include hearing expenses of \$20.00.

8. The disposition of the Security Deposit will be dealt with in this decision.

Issues before the Tribunal

9. The landlords are seeking:
- Rent paid \$1800.00;
 - 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 is the following section of the *Residential Tenancies Act, 2018*: Section 14: Security Deposit, and following sections of the *Residential Tenancies Policy*, and Section 12-1: Costs.

Issue # 1: Rent paid \$1800.00

Relevant submissions:

12. The landlord is seeking rent to be paid as per the ledger submitted, see copy below:

Date	Transaction Description	Amount Due	Amount Paid	Balance
08/28/2025	Damage Deposit	\$ 900		\$ 900
08/28/2025	1st months rent	\$ 1,200	-\$ 1,700	\$ 400
09/30/2025	October Rent	\$ 1,200		\$ 1,600
10/10/2025	Payment		-\$ 1,200	\$ 400
10/31/2025	November Rent	\$ 1,200		\$ 1,600
11/21/2025	Payment		-\$ 1,200	\$ 400
11/30/2025	December Rent	\$ 1,200	\$ -	\$ 1,600
13/31/2025	January Rent	\$ 1,200	\$ -	\$ 2,800
01/31/2026	February Rent	\$ 1,200	\$ -	\$ 4,000

Landlords' Position:

13. The landlord stated that the parties had an agreement requiring the tenants to pay a security deposit of \$900.00 prior to the beginning of the tenancy but acknowledged that only \$500.00 was actually collected. The landlord also confirmed that rent was not paid for December or January. The landlord explained that a termination notice was issued for the non-payment of rent in December; however, the tenants did not vacate on the date required by that notice (LL#6). The landlord further indicated that new tenants were secured in mid-January and, as a result, they are seeking rent for the period between the non-payment and re-rental—amounting to 1.5 months' rent, or \$1800.00.

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 that rent had not been paid since November as the tenants were neither present nor represented at the hearing and therefore did not dispute the landlord's account. I also accept that the landlord served a Notice of Termination on 15-December, requiring the tenants to vacate the rental unit on 26-December, due to non-payment of rent. As such, I find that the tenants are responsible for rent for the period during which they occupied the rental unit.
16. I accept the landlord's evidence that the tenants did not properly notify the landlord of the date they vacated the unit. Based on the landlord's observations, the landlord believes the tenants vacated the rental unit between 3 and 5 January. In the absence of any evidence from the tenants to the contrary, I accept this evidence and find that the tenants are responsible for rent up to 5-January, calculated on a prorated daily basis, as follows:

Amended Rental Ledger 2026-47-NL			
Date	Action	Amount	Total
November 1, 2025	balance		\$0.00
December 1, 2025	Rent due	\$1,200.00	\$1,200.00
January 1-5, 2026	Rent due	\$197.25	\$1,397.25

Daily rate: $\$1200 \times 12 \text{ mths} = \14400.00

$\$14400 / 365 \text{ days} = \39.45 per day

$\$39.45 \times 5 \text{ days} = \197.25

Decision

17. The landlord's claim for rent succeeds in the amount of \$1397.25

Issue # 2: Hearing expenses \$20.00.

Relevant Submission

18. The landlords paid \$20.00 for the application fee and submitted copy of the receipt to support the claim (LL#7). The landlord is seeking reimbursement.

Analysis

19. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual: Costs*, general claimable costs may include the costs incurred in the preparation for the hearing. As the landlord's claim was successful as per paragraph 17, the landlord's claim succeeds in full.

Decision

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

Issue # 3: Security deposit to be applied against any monies owed \$500.00

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%.

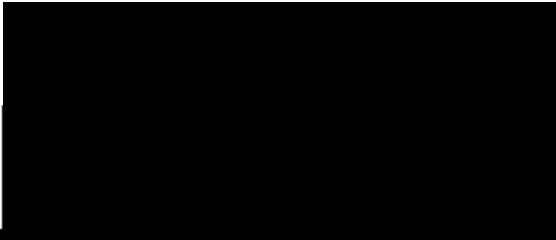
Decision

23. Security deposit plus interest of \$501.73 to be applied against monies owed.

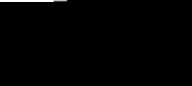
Summary of Decision

24. The tenants shall pay the landlord \$915.52 as follows:

Rent	\$1397.25
Hearing expenses	\$20.00
Less Security Deposit plus interest .	\$501.73
 Total	 \$915.52



March 31, 2026
Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office