

Residential Tenancies Tribunal

Application 2026-0163-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:16 a.m. on 7-April-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.
5. The landlord submitted 2 affidavits with his application stating that he had served the tenants with the notice of hearing electronically by email and text on 20-February-2026 (LL#1). The landlord submitted proof of service (LL#2). A notice of rescheduled hearing was sent to the tenants electronically via email on 11-March-2026. 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 fixed term rental agreement which commenced on 16-October-2025. The tenants vacated the unit on 5-February-2026. Rent was \$1500.00 per month, due on the 16th day of each month. A security deposit of \$750.00 was paid on 19-December-2025 and is in the landlord’s possession.

- The landlord amended the application to omit vacant possession, to increase rent paid from \$2400.00 as per the application to \$2450.00 and to decrease utilities paid from \$356.06 to \$315.00. Also, the landlord is seeking hearing expenses.

Issues before the Tribunal

- The landlord is seeking:
 - Rent and late fees paid \$2525.00
 - Utilities paid \$315.00
 - Other \$42.00
 - Hearing expenses \$20.00
 - Security deposit applied against monies owed \$750.00

Legislation and Policy

- The jurisdiction of the Director of Residential Tenancies is outlined in Sections 46 and 47 of the *Residential Tenancies Act, 2018*.
- Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 15: Fee for failure to pay rent. Also, relevant and considered in this decision is the following Section of the *Residential Tenancies Policy Manuel*: Section 2-4: Deposits, payments and fees and Section 12-1: Recovery of costs.

Issue # 1: Rent and Late Fees Paid \$2525.00

Relevant Submission

- The landlord testified that rent is outstanding in the amount of \$2450.00 and he stated that he is seeking the maximum late fee charge of \$75.00. The landlord submitted a copy of a rental ledger to support the claim (LL#3). See breakdown of rental ledger below:

Rental Ledger 2026-0163-NL			
Date	Action	Amount	Total
October 16, 2025	Rent due	\$1,500.00	\$1,500.00
November 16, 2025	Rent due	\$1,500.00	\$3,000.00
November 29, 2025	Payment	-\$1,000.00	\$2,000.00
December 6, 2025	Payment	-\$500.00	\$1,500.00
December 16, 2025	Rent due	\$1,500.00	\$3,000.00
January 9, 2026	Payment	-\$1,160.00	\$1,840.00
January 10, 2016	Payment	-\$340.00	\$1,500.00
January 16 - February 5	Rent due	\$950.00	\$2,450.00

Landlord's Position

- The landlord testified that rent was continuously late since the commencement of the tenancy, and he stated that he is seeking rent to be paid in full in the amount of \$2450.00 for the period of 16-October to 5-February when the tenants vacated. The landlord is also seeking the maximum late fee charge in the amount of \$75.00 for a total of \$2525.00.

Analysis

- 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.

14. Residential Tenancies Policy 12-1; Recovery of Fees: Filing, Costs, Hearing Expense, Interest, Late Payment and NSF states:

Late payment fee:

A tenant is responsible to pay the landlord the full rent on the day the rent is due. If the rent is not paid on time, the landlord may charge the tenant a late payment fee of \$5.00 for the first day the rent is in arrears and \$2.00 for each additional day that the rent remains unpaid in any consecutive number of rental periods to a maximum of \$75.00.

15. 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. I find that the tenants are responsible for outstanding rent for the period of 16-October to 5-February in the amount of \$2450.00 as sought by the landlord. In accordance with section 15 of the Act and section 2-4 of the Policy as stated above, I also find that the tenants shall pay the maximum late fee charge allowable in the amount of \$75.00.

Decision

16. The landlord's claim for rent and late fees paid succeeds in the amount of \$2525.00.

Issue # 2: Utilities Paid \$315.00

Relevant Submission

17. The landlord testified that utilities are outstanding in the amount of \$315.00 and he submitted a copy of a utilities ledger to support the claim (LL#4). The landlord also submitted a report from NL Power showing payments made (LL#5). See breakdown of utilities ledger below:

Utility Ledger 2026-0163-NL			
Utility Bill	period	Amount	Total
NL Power	December 16, 2025 - January 16, 2026	\$215.00	\$215.00
NL Power	January 16, 2026 - February 5, 2026	\$100.00	\$315.00

Landlord's Position

18. The landlord testified that the tenants agreed to pay 1/3 of the electricity bill each month and he stated that the tenant's share for the period of December 16 up to and including 5-February when they vacated the unit equates to \$315.00 and he stated that he is seeking utilities to be paid in full.

Analysis

19. The exhibit entered into evidence does not show the actual utility bill only the amounts paid for different periods, however based on the testimony of the landlord, I accept that 1/3 of the utility bill for the period of 16-December to 5-February was \$315.00. I find that the tenants are responsible to reimburse the landlords for their share of the utility bill in the amount of \$315.00.

Decision

20. The landlord's claim for utilities paid succeeds in the amount of \$315.00.

Issue # 3: Other (internet) \$42.00

Landlord's Position

21. The landlord testified that the tenant's share of the internet bill is outstanding in the amount of \$42.00 for the month of February and he stated that he is seeking to have the bill paid in full. The landlord submitted a copy of his banking transactions to show that he paid ██████ \$85.10 on 27-February to support the claim (LL#6).

Analysis

22. Based on the testimony of the landlord and the exhibit entered into evidence, I find that the tenants are responsible for the internet bill in the amount of \$42.00.

Decision

23. The landlord's claim for "Other" (internet) succeeds in the amount of \$42.00.

Issue # 4: Hearing expenses \$20.00

Analysis

24. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#7). 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 succeeds, I find that the tenants are responsible for the hearing expenses.

Decision

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

Issue # 5: Security deposit applied against monies owed \$750.00.

Analysis

26. 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).*

27. The landlord's claim for losses has been successful as per paragraphs 16, 20, 23 and 25 above, and as such I find that the landlord's claim to have the security deposit applied against monies owed succeeds. 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

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

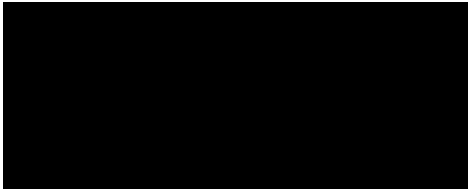
Summary of Decision

29. The tenants shall pay the landlord \$2149.86 as follows:

Rent & late fees paid	\$2525.00
Utilities paid	315.00
Other (internet)	42.00
Hearing expenses	20.00
Less: security deposit & interest	752.14
 Total	 \$2149.86

April 14, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office