

Residential Tenancies Tribunal

Application 2026-0298-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 7-May-2026 at 9:17 am.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as the landlords, were represented at the hearing by [REDACTED], who attended by teleconference.
3. The respondent, [REDACTED] hereinafter referred to as the tenant, did not attend.

Preliminary Issues

4. The tenant was 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 landlords submitted an affidavit (L#1) with their application stating that they had served the tenant with notice of the hearing electronically on 21-April-2026 at 9:21 am. Proof of service was also provided (L#2-L#5). As the tenant was 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

5. Should the landlord's claim for unpaid rent, utilities, and late fees succeed?

Legislation and Policy

6. 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: Unpaid Rent, Utilities, and Late Fees

7. The landlords claim \$1500.00 in unpaid rent, \$326.54 in unpaid utilities, and \$75.00 for late fees.
8. The landlords claim \$500.00 in unpaid rent for the month of June 2025 and \$1000.00 for rent in lieu of notice for the month of February-2026. She testified that the tenant had moved between apartments for the beginning of June 2025 by mutual agreement, and they had agreed that she would pay \$500.00 for the month of June and \$1000.00 for each month thereafter. This can be seen in the tenant's exhibit C. This \$500.00 was never paid.
9. The landlord also testified that on 25-January-2026 the tenant notified her by text message that she would be vacating the premises at the end of that month. S. 18(b) mandates a tenant shall give a landlord not less than one month's notice where a residential premises is rented month to month. The landlord testified that she began looking for a new tenant immediately but was not able to place one in the unit until 1-March-2026.
10. I accept the landlord's uncontradicted testimony. Their claim for unpaid rent succeeds in the amount of \$1500.00.
11. The landlord also seeks \$326.54 in unpaid utilities. Three NL power bills were provided. Exhibit F shows the total for a meter reading on 22-May-2025 as \$130.94, during which time the tenant was occupying only the top floor. The landlord seeks half the payment of this bill and the full amount of Exhibits O and P, which were \$157.92 for a meter reading on 19-February-2026 and \$105.13 for a meter reading on 1-March-2026 respectively. For the latter two, the landlord seeks the full amount as she says the tenant was occupying both units of the premises for this time period.
12. I accept the landlord's uncontradicted testimony. Their claim for unpaid utilities succeeds in the amount of \$326.54.
13. 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 fee of \$75.00 applies.

Decision

14. The landlords' claim for unpaid rent succeeds in the amount of \$1500.00. The landlords' claim for unpaid utilities succeeds in the amount of \$326.54. The landlords' claim for late fees succeeds in the amount of \$75.00.

Summary of Decision

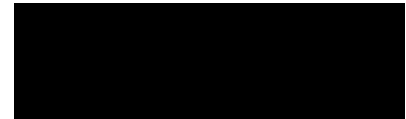
15. The landlords were successful in their claim and may therefore seek to be reimbursed for their reasonable hearing expenses. They seek only the \$20.00 application fee, which is granted.

16. The tenant shall pay to the landlords \$1921.54 as follows:

Unpaid Rent.....	\$1500.00
Unpaid Utilities.....	\$326.54
Late Fees.....	\$75.00
Hearing Expenses.....	\$20.00
Total.....	\$1921.54

25-May-2026

Date



Seren Cahill
Residential Tenancies Office