

## Residential Tenancies Tribunal

Application 2026-0312-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 19-May-2026 at 1:51 pm.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, 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. I spoke to him on the telephone and he indicated he had no intention to attend. 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 24-April-2026 at 2:00 pm. Proof of service was also provided (L#2). 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?
6. What is the proper disposition of the security deposit?

### Legislation and Policy

7. 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**

8. The landlord claims \$1100.00 in unpaid rent, \$920.00 in unpaid utilities, and \$75.00 for late fees.
9. The claim for rent includes an outstanding rent of \$400.00 for February 2026 and half of the \$1400/month rent for the month of March, as the landlord testified that the tenant resided at the premises until on or about 14-March-2026.
10. A daily rate must be calculated. The correct formula is to multiply the monthly rent by the 12 months and divide by the 365 days of the year. In this case, the daily rate is  $\$1400/\text{month} \times (12 \text{ months}/365 \text{ days}) = \sim\$46.03$ . Multiplied by 14, the total rent owing for March is \$644.38.
11. The landlord's claim for unpaid rent succeeds in the amount of \$1044.38.
12. The landlord also claims \$920.00 in unpaid utilities, divided amongst 5 NL power bills (L#4-L#6). The rental agreement (L#7) specifies that the utilities are a tenant responsibility. The bills total \$923.17.
13. This landlord's claim for unpaid utilities succeeds in the full amount claimed of \$920.00.
14. 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 of late payment 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 overdue for more than 35 days, the maximum late payment fee of \$75.00 applies.

## Decision

15. The landlord's claim for unpaid rent succeeds in the amount of \$1044.38. The landlord's claim for unpaid utilities succeeds in the amount of \$920.00. The landlord's claim for late fees succeeds in the amount of \$75.00.

## **Issue 2: Security Deposit**

16. The landlord is owed moneys and may therefore apply the security deposit against the sum owed. In the present case the security deposit was \$1000.00 paid on 23-January-2025.
17. 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 1% annual for the year 2025 and a rate of 0% for the year 2026. Calculated to the date of the hearing, the interest therefore totals \$9.40.

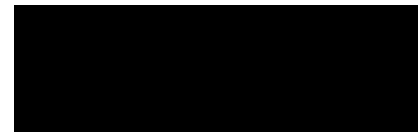
## **Summary of Decision**

18. The landlord was 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.

19. The tenant shall pay to the landlord \$1049.98 as follows:

Unpaid Rent.....	\$1044.38
Unpaid Utilities.....	\$920.00
Late Fees.....	\$75.00
Hearing Expenses.....	\$20.00
Less Security Deposit.....	-\$1009.40
Total.....	\$1049.98

21-May-2026  
Date



Seren Cahill  
Residential Tenancies Office