

Residential Tenancies Tribunal

Application 2026-0357-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 28-May-2026 at 2:00 pm.
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 12:32 pm. As the tenant was properly served, and as any further delay in these proceedings would unfairly disadvantage the landlords, I proceeded with the hearing in their absence.
5. The applicant initially had a claim for unpaid rent for the month of February and a separate claim for pro-rated rent for the first 5 days of March under other compensation. I combined both claims for expediency.

Issues before the Tribunal

6. Should the landlords' claim for unpaid rent and late fees succeed?
7. Should the landlords' claim for damages succeed?

Legislation and Policy

8. 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 and Late Fees

9. The landlords claim \$1509.65 in unpaid rent, representing the full monthly rent of \$1300.00/month for the month of February 2026 and pro-rated rent for 5 days of March 2026. Their representative testified that the tenant did not finalize his move out from the premises until 5-March-2026. They also testified that no rent had been paid for February 2026.
10. The preferred formula for calculating a daily rate is to multiply the monthly rent by the 12 months of the year and divide by the 365 days of the year. In this case, the daily rate would be $\$1300.00/\text{month} \times (12 \text{ months}/365 \text{ days}) = \$42.74/\text{day}$.
11. I accept the uncontradicted testimony of the landlord's representative. The landlord's claim for unpaid rent succeeds in the full amount sought, \$1509.65.
12. 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 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 20 days, the claim for a late payment fee of \$43.00 succeeds.

Decision

13. The landlords' claim for unpaid rent succeeds in the full amount of \$1509.65. The landlord's claim for late fees succeeds in the full amount of \$43.00.

Issue 2: Damages

14. The landlords also seek \$735.00 in damages, representing the cost of cleaning the premises and removing garbage. In accordance with the Residential Tenancies Program Policy and Procedure Guide, Policy 9-003, when a landlord makes a claim for damages, they must provide sufficient evidence to establish the extent and nature of any damages, that the damage was caused by a wilful or negligent act of a tenant or a person they allowed on the premises, and the cost of repair or replacement. This should include documentary evidence wherever reasonably possible.
15. EX17 is a number of pictures showing the premises after the tenant vacated. A large amount of dirt and discarded items are visible. EX16 is the invoice for the cost of cleaning, claiming for 21 hours of labour at a rate of \$35.00/hour. The landlord testified that special protective equipment was necessary for safety, as used hypodermic needles were found in the premises. Given the amount of dirt and discarded items visible in EX17, and the need for special care, I find the claim for 21 person hours at a rate of \$35.00/hour to be reasonable.

Decision

16. The landlords' claim for damages succeeds in the full amount of \$735.00.

Summary of Decision

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

18. The tenant shall pay to the landlords \$2307.65 as follows:

Unpaid Rent.....	\$1509.65
Late Fees.....	\$43.00
Damages.....	\$735.00
Hearing Expenses.....	\$20.00
Total.....	\$2307.65

12-June-2026

Date



Seren Cahill
Residential Tenancies Office