

Residential Tenancies Tribunal

Application 2026-0410-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 20-August-2026 at 9:16 am.
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 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 landlord submitted an affidavit (L#1) with their application stating that they had served the tenant with notice of the hearing electronically on 26-June-2026 at 5:00 pm. Proof of service was included. 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.
5. This was a written rental agreement, with rent set at \$1045.00/month due on the first day of each month and a security deposit of \$731.25 which was paid on or about 12-May-2023.

Issues before the Tribunal

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

8. What is the proper disposition of the security deposit?

Legislation and Policy

9. 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

10. The landlord claims \$2194.50 in unpaid rent as per the rental ledger L#2 and \$75.00 in late fees. This represents the full rent for each month up to May 2026 and three days pro-rated rent for June 2026. The landlord testified that the tenant remained in the premises until 3-June-2026. Calculating the pro-rated rent for June by the formula $\$1050.00/\text{month} \times (12 \text{ months}/365 \text{ days}) = \$34.36/\text{day}$ yields total rent owing for June as \$103.07, and the total rent owing as \$2193.07.
11. 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 amount for late payment fees at \$5.00 for the first day and \$2.00 for each thereafter, to a maximum of \$75.00. As the rent has been overdue for more than 35 days, the maximum fee of \$75.00 applies.

Decision

12. The landlord's claim for unpaid rent succeeds in the amount of \$2193.07. The landlord's claim for late fees succeeds in the amount of \$75.00.

Issue 2: Damages

13. The landlord claims \$841.80 in damages divided amongst 4 items. 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 where reasonably possible.
14. First, the landlord claims \$299.00 for the cost of cleaning the premises, as they say the tenant left the premises in an unclean state. L#3 page 11 shows they were charged \$299.00 for the cost of cleaning. L#4 and L#5 show photos of the premises after the tenant vacated. There are significantly unclean sections visible in L#4 pages 5-6 (the bottom of the refrigerator) and pages 22-23 (the oven), L#5 page 2 (the range hood), and a few spots in the bathroom (L#5 pages 25-36). I find the cleaning cost reasonable. This portion of the landlord's claim succeeds in the amount of \$299.00.
15. Second, the landlord seeks \$230.00 for the cost of removing garbage. L#3 page 11 shows the landlord was charged \$230.00 for removing garbage. L#4 and L#5 show a negligible amount of garbage. I do not find the cost reasonable. I find that removing it would take no more than an hour. The rate used by the landlord's contractors was not

provided. The self-labour rate used by this tribunal is \$8.00+minimum wage, or \$24.63/hour. This portion of the landlord's claim succeeds in the amount of \$24.63.

16. Third, the landlord claims \$172.50 for the cost of removing paint left on the floor. L#3 page 17 shows the cost of removing the paint was \$172.50. This paint is visible throughout L#4 and L#5. I find the cost of removing the paint reasonable. This portion of the landlord's claim succeeds in the amount of \$172.50.
17. Fourth, the landlord claims for an additional \$140.30 as a 20% administration fee on all damages, as per part 7 of the rental agreement (L#6 page 3). The landlord's above successful claims total \$496.13. 20% of \$496.13 is \$99.23, so this portion of the landlord's claim succeeds in that amount.

Decision

18. The landlord's claim for damages succeeds in the amount of \$595.36.

Issue 3: Security Deposit

19. The landlord is owed moneys and may therefore apply the security deposit against the sum owed.
20. S. 14(7) of the *Act* states that the 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 a simple interest rate of 1% annual for the years 2024 and 2025, and an interest rate of 0% for all other relevant years. The interest therefore totals \$14.62.

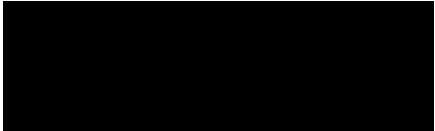
Summary of Decision

21. The landlord was successful in their claim and may therefore seek to be reimbursed for the reasonable hearing expenses. They seek only the \$20.00 application fee, which is granted.
22. The tenant shall pay to the landlord \$2137.56 as follows:

Unpaid Rent.....	\$2193.07
Damages.....	\$595.36
Late Fees.....	\$75.00
Hearing Expenses.....	\$20.00
Less Security Deposit.....	-\$745.87)
Total.....	\$2137.56

3-September-2026

Date


Seren Cahill
Residential Tenancies Office