

## Residential Tenancies Tribunal

Application 2026-0431-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 2:05 p.m. on 15 July 2026.
2. The applicant, [REDACTED] hereinafter referred to as “the landlord” attended by teleconference. [REDACTED] attended as support person for the landlord.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference. [REDACTED], translator for the tenant was also present.

### Preliminary Matters

4. The landlord submitted an affidavit with his application stating that he had served the tenant with the notice of hearing electronically by email on 7 June 2026 (LL#1). The tenant confirmed receipt of the document on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There was a fixed term rental agreement which commenced on 1 May 2025 whereby the tenant rented a room with shared spaces. The tenant vacated the unit on 18 April 2026. Rent was \$550.00 per month, due on the 1st day of each month. A security deposit of \$412.50 was paid on 18 April 2025 and is in the landlord’s possession.
6. The landlord amended the application to increase rent paid from \$550.00 as per the application to \$1100.00, to increase late fees paid from \$65.00 to \$75.00, and to include hearing expenses.

### Issues before the Tribunal

7. The landlord is seeking:
  - Rent and late fees paid \$1175.00
  - Utilities paid \$326.88
  - Compensation paid for damages \$350.00
  - Hearing expenses \$20.00
  - Security deposit applied against monies owed \$412.50

## 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*.
9. 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 are the following Sections of the *Residential Tenancies Policy Manual* - Section 2-4: Deposits, payments and fees, Section 6-3: Mitigation on abandonment of residential premises and Section 12-1: Recovery of costs.

### Issue # 1: Rent and Late Fees Paid \$1175.00

#### Landlord's and Tenant's Positions

10. The landlord testified that the tenant vacated the unit on 18 April 2026 without any notice that he was leaving earlier than the eviction date of 23 April and he testified that rent is outstanding in the amount of \$550.00 for the month of April 2026. He stated that he is seeking the loss of rental income for the month of May 2026 in the amount of \$550.00, and he stated that he is seeking the maximum late fee charges of \$75.00 for a total of \$1175.00. The landlord submitted a copy of a rental ledger to support the claim (LL#2).
11. The tenant did not dispute that he did not pay rent for the month of April, and he stated that he is willing to pay up to the date he vacated the unit on 18 April 2026. The tenant disputed that he should be responsible for the loss of rental income for the month of May as he did not stay there.

#### Analysis

12. 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.*

13. *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.*

14. 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 accept that the landlord evicted the tenant for failure to pay rent, which is a violation of the rental agreement. Where a tenant breaches the tenancy agreement, a landlord may recover proven losses arising from that breach, subject to the landlord's duty to mitigate those losses. I find that the tenant is responsible for outstanding rent for the month of April in the amount of \$550.00.

15. As for the loss of rental income for the month of May, I accept that the landlord had given a termination notice to the tenant on 12 April which gave him plenty of time to advertise and show the room. I asked the landlord if he made every effort to re-rent the room as soon as possible as to mitigate his losses and he responded that he had. The landlord stated that he was unable to re-rent the room immediately due to the cleanliness of the unit and due to the missing furniture, which he was not made aware of until 18 April and he stated that he wasn't successful in securing a new tenant until after the month of May 2026. Based on the exhibits entered into evidence, I do not accept that the cleanliness of the room or the fact that a desk and chair had to be replaced would delay the process of recruiting and securing a new tenant. In accordance with section 6-3 of the *Policy*: Mitigation on abandonment of residential premises, a landlord must show that he made every effort to mitigate his losses, and I find that the landlord failed to do so. I find that the tenant is not responsible for the loss of rental income for the month of May in the amount of \$550.00. Also, in accordance with section 15 of the *Act* and section 2-4 of the *Policy* as stated above, I find that the tenant 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 \$625.00.

### **Issue # 2: Utilities Paid \$326.88**

#### Landlord's and Tenant's Positions

17. The landlord testified that utilities are outstanding in the amount of \$326.88, which includes electricity and internet for the months of March and April, and he stated that he is seeking utilities to be paid in full. The landlord submitted a copy of a utility's ledger and copies of the utility bills to support the claim (LL#3).

18. The tenant did not dispute the landlord's claim for utilities; however, he stated that he is willing to pay up to the date he vacated the unit on 18 April 2026.

### **Analysis**

19. As it was determined that the tenant shall be responsible for rent for the month of April, I find that he is also responsible for the outstanding utilities up to the end of that month as well. The exhibits entered into evidence support the landlord's claim, and as such I find that the tenant is responsible for utilities for the months of March and April 2026 in the amount of \$326.88.

### **Decision**

20. The landlord's claim for utilities paid succeeds in the amount of \$326.88.

### **Issue # 3: Compensation Paid for Damages \$350.00**

#### Relevant Submission

21. The landlord testified that there were damages / losses to the unit at the end of the tenancy, and he stated that he is seeking \$350.00 to cover the cost to replace / clean as

necessary. The landlord submitted a copy of a damage's ledger to support the claim (LL#4). See copy of the damage's ledger and below.

| Item # | Description of Damages                                  | Compensation Claimed |
|--------|---------------------------------------------------------|----------------------|
| E.g.   | 3cm x 3cm hole in bathroom wall                         | \$ 75.00             |
| 1      | Missing desk (not returned by tenant)                   | \$ 150.00            |
| 2      | Excessive cleaning required due to unclean condition of | \$ 200.00            |

#### Landlord's and Tenant's Positions

22. The landlord's and the tenant's positions on each item are as follows:

**Item # 1: Missing furniture (\$150.00)** – The landlord testified that the tenant had rented a furnished room, which included a computer desk and chair and he stated that when he realized that the tenant had abandoned the unit, the computer desk and chair was missing, and he stated that he is seeking the cost to replace the furniture in the amount of \$150.00.

The tenant disputed that he took the furniture, and he also testified that the desk and chair were in the room when he vacated the unit on 18 April 2026.

**Item #2: Cleaning (\$200.00)** - The landlord testified that the tenant's room required a deep clean and he stated that he is seeking 3 hours to have his staff clean the room at a cost of \$100.00 and he submitted photographs of the cleanliness of room to support the claim (LL#5). The landlord stated that the other \$100.00 is for 3 hours of his staff's time to purchase and deliver the furniture.

The tenant disputed that he left the room dirty, and he stated that he should not be responsible for the cost of cleaning. The tenant also disputed the landlord's claim for the cost to purchase and deliver the used furniture.

23. In accordance with *Residential Tenancies Policy 9-3*, the applicant is required to show:

- *That the damage exists;*
- *That the respondent is responsible for the damage, through a willful or negligent act;*
- *The value to repair or replace the damaged item(s)*

24. Each item is analyzed as follows:

**Item # 1: Missing furniture (\$150.00)** – Based on the testimony of the landlord and the tenant and in accordance with Section 9-3 of the *Policy* as stated above, I accept that the furniture was in the unit when the tenant vacated on 18 April and I accept that the furniture went missing after he vacated the unit. I asked the landlord if it was possible that others in the unit had access to the tenant's room after he left, and he responded that the tenant left the door to his room unlocked and abandoned the unit without notice. The landlord stated that it is possible that the furniture was stolen from the tenant's room, and he stated that the tenant is ultimately responsible for the lost furniture. I agree with the landlord that the tenant is negligent in causing the loss, and I asked the landlord how he arrived at the amount of \$150.00 and he responded that he paid \$150.00 for a similar used desk and chair. Although the landlord failed to show what the desk and chair looked like compared to the used furniture that he purchased, I find that it is reasonable to pay \$150.00 for a used computer desk and chair. For those reasons, I find

that the tenant is responsible for the cost to replace the missing furniture in the amount of \$150.00.

**Item #2: Cleaning (\$200.00)** - Based on the testimony of the landlord and the tenant and based on the exhibits entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I accept that the room required some cleaning, however the landlord failed to show that the room required a deep clean. The exhibits show some dirt left on the floors and a dirty heater. I find that the tenant is responsible for the cost of 1 hour of cleaning at the staff rate of \$34.00 per hour for a total of \$34.00. As for the cost to have staff purchase and deliver the furniture, I find that the landlord failed to show an invoice to support this claim, and I find that the award of \$150.00 to replace the missing furniture is a sufficient amount to cover all costs associated with replacing the furniture.

## Decision

25. The landlord's claim for compensation paid for damages succeeds in the amount of \$184.00.

## Issue # 4: Hearing expenses \$20.00

### Analysis

26. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#6). 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 tenant is responsible for the hearing expenses.

## Decision

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

## Issue # 5: Security deposit applied against monies owed \$412.50.

### Analysis

28. 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).*

29. The landlord's claim for losses has been successful as per paragraphs 16, 20, 25 and 27 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**

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

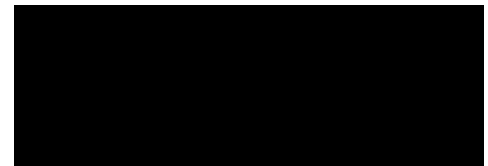
### **Summary of Decision**

31. The tenant shall pay the landlord \$740.46 as follows:

|                                         |          |
|-----------------------------------------|----------|
| Rent & late fees paid .....             | \$625.00 |
| Utilities paid .....                    | 326.88   |
| Compensation for damages .....          | 184.00   |
| Hearing expenses .....                  | 20.00    |
| Less: security deposit & interest ..... | 415.42   |
| Total .....                             | \$740.46 |

July 27, 2026

Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office