

## Residential Tenancies Tribunal

Application 2026-0465-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 9:15 a.m. on 8 July 2026.
2. The applicant, [REDACTED] hereinafter referred to as “the landlord” did not attend. [REDACTED] authorized representative for the landlord attended by teleconference (LL#1).
3. The respondents, [REDACTED] and [REDACTED] hereinafter referred to as “the tenants” did not attend.

### Preliminary Matters

4. The tenants were 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 the claim and notice of hearing 10 clear days prior to the hearing date and, where the respondents fail 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.
5. The landlord submitted 2 affidavits with her application stating that she had served the tenants electronically by email on 25 June 2026 (LL#2). The landlord submitted proof of service (LL#3). In accordance with the *Residential Tenancies Act, 2018* this is good service. As the tenants were properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in their absence.
6. There is a 12-month fixed-term rental agreement which commenced on 1 September 2025. Rent is \$2200.00 per month, due on the first day of each month. A security deposit of \$1650.00 was paid on 15 October 2025 and is in the landlord's possession.
7. The application was amended to include hearing expenses, and the disposition of the security deposit shall be dealt with in this decision.

### Issues before the Tribunal

8. The landlord is seeking:
- An Order for vacant possession of the rented premises.
  - Late fees paid \$75.00
  - Utilities paid \$1568.70
  - Hearing expenses \$20.00
  - Security deposit applied against monies owed \$1650.00

## 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*.
10. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 14: Security deposit, Section 15: Fee for failure to pay rent and Section 19: Notice where 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 and Section 12-1: Recovery of costs.

## Issue # 1: Vacant Possession of the Rented Premises

### Relevant Submission

11. The landlord submitted copies of 3 termination notices that were given to the tenants within a 12-month period under Section 19: Notice where failure to pay rent. The notices were dated as follows: 3 October 2025 to vacate on 14 October 2025, 11 February 2026 to vacate on 23 February 2026, and 8 April to vacate on 19 April 2026 (LL#4).

### Landlord's Position

12. The landlord's representative testified that rent has been outstanding at least 3 times in the past 12 months, and she stated that the landlord is seeking vacant possession under Section 19(3) of the *Act*.

## Analysis

13. Section 19 of the *Residential Tenancies Act, 2018* states:

### ***Notice where failure to pay rent***

**19. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b),**

**(b) where the residential premises is**

- i. rented from *month to month*,**
- ii. rented for a fixed term, or**
- iii. a site for a mobile home, and**

***the amount of rent payable by a tenant is overdue for 5 days or more, the landlord may give the tenant notice that the rental agreement is terminated and that the tenant is required to vacate the residential premises on a specified date not less than 10 days after the notice is served on the tenant.***

(2) Notwithstanding subsection (1), where the tenant pays the full amount of the overdue rent, including a fee under section 15, before the date specified in the notice under paragraph (1)(a) or (b), the rental agreement is not terminated and the tenant is not required to vacate the residential premises.

(3) Subsection (2) **does not apply where notice is given to a tenant under paragraph (1)(a) or (b) more than twice in a 12 month period.**

(4) In addition to the requirements under section 34, a notice under this section shall

- a. be signed by the landlord;
- b. state the date on which the rental agreement terminates and the tenant is required to vacate the residential premises; and
- c. be served in accordance with section 35.

14. The tenants were in rent arrears in excess of the 5 days when the termination notices were served, and although rent was paid either on or prior to the termination dates, rent was late on more than 2 occasions in a 12-month period. In accordance with Section 19(3) of the *Residential Tenancies Act, 2018* as stated above, the landlord has the right to seek vacant possession once a third notice has been issued in a 12-month period. I find that even thou the tenants paid the outstanding balance in full on 19 April, the third termination notice meets the requirements of the *Act* and is a valid notice.

15. I find that the tenants should have vacated the premises on 19 April 2026.

## Decision

16. The landlord's claim for an order for vacant possession of the rented premises succeeds.

## Issue # 2: Late Fees Paid \$75.00

### Landlord's Position

17. The landlord's representative testified that the landlord is seeking the maximum late fee charge of \$75.00, and the landlord submitted a copy of the rental ledger to show the period that rent has been late since 1 February 2026 (LL#5). See copy of partial rental ledger below:

|           |               |             |             |             |
|-----------|---------------|-------------|-------------|-------------|
| 1-Feb-26  | February Rent | \$ 2,200.00 | \$ 0.00     | \$ 2,200.00 |
| 1-Mar-26  | March Rent    | \$ 2,200.00 | \$ 0.00     | \$ 4,400.00 |
| 6-Mar-26  | Payment       |             | \$ 2,000.00 | \$ 2,400.00 |
| 7-Mar-26  | Payment       |             | \$ 2,000.00 | \$ 400.00   |
| 8-Mar-26  | Payment       |             | \$ 400.00   | \$ 0.00     |
| 1-Apr-26  | April Rent    | \$ 2,200.00 | \$ 0.00     | \$ 2,200.00 |
| 3-Apr-26  | Payment       |             | \$ 2,000.00 | \$ 200.00   |
| 14-Apr-26 | Payment       |             | \$ 200.00   | \$ 0.00     |

## Analysis

18. 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.*

19. Residential Tenancies Policy 2-4; Deposits, Payments and Fees states;

**Late Fees:**

*When rent is not paid on time, a landlord may charge a late fee of \$5.00 for the first day rent is in arrears and \$2.00 for each additional day that the rent remains in arrears in any consecutive number of rental periods up to a maximum of \$75.00.*

20. Based on the rental ledger dating back to 1 February 2026, and 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 of \$75.00.

**Decision**

21. The landlord's claim for late fees paid succeeds in the amount of \$75.00.

**Issue # 3: Utilities Paid \$1568.70**

Relevant Submission

22. The landlord's representative testified that utilities are outstanding including interest in the amount of \$1568.70, and the landlord submitted a utilities ledger and copies of the *NL Power* bills to support the claim (LL#6). See copy of utility ledger below:

| Item # | Description of Utility Charges               | Compensation Claimed |
|--------|----------------------------------------------|----------------------|
| E.g.   | January 1-31, 2020 - Newfoundland Power Bill | \$ 450.00            |
| 1      | September 1-30 - Newfoundland Power Bill     | \$ 157.90            |
| 2      | November 1-30 - Newfoundland Power Bill      | \$ 578.42            |
| 3      | INTEREST                                     | \$ 8.92              |
| 4      | December 1-30 - Newfoundland Power Bill      | \$ 406.72            |
| 5      | INTEREST                                     | \$ 13.11             |
| 6      | January 1-31 - Newfoundland Power Bill       | \$ 366.23            |
| 7      | INTEREST                                     | \$ 15.52             |
| 8      | February 1-28 - Newfoundland Power Bill      | \$ 373.46            |
| 9      | INTEREST                                     | \$ 11.65             |
| 10     | Payment made by Taylor Morgan                | -\$ 900.00           |
| 11     | March 1-31 - Newfoundland Power Bill         | \$ 361.76            |

Landlord's Position

23. The landlord's representative testified that the landlord entered into an agreement with the tenants whereby they would be responsible for all utilities in relation to the unit, and the expectation was that they would have the account with *NL Power* transferred into their names. The landlord's representative stated that the tenants did not fulfill their obligation to take over the utilities, nor did they make any payments to the landlord for outstanding utilities except for a one-time payment of \$900.00 that was made on 17 March 2026 paid directly to *NL Power*. The landlord is seeking outstanding utilities plus interest to be paid in full, and she submitted a copy of the rental agreement to support the claim (LL#7).

## Analysis

24. In accordance with part 11 of the rental agreement as entered into evidence, I accept that the tenants were responsible for all utilities in relation to the property effective 1 September 2025 and based on the exhibits (NL Power bills) entered into evidence, I find that the tenants are responsible to pay the landlord for all outstanding utilities including interest in the amount of \$1382.50 for the period of 1 September 2025 to 27 March 2026. See copy of amended ledger below:

| Amended Utility Ledger 2026-0465-NL |                                      |           |            |
|-------------------------------------|--------------------------------------|-----------|------------|
| Utility Bill                        | period                               | Amount    | Total      |
| NL Power                            | September 1-29, 2025 (prorated)      | \$142.97  | \$142.97   |
| Interest                            | 9.47% annually                       | \$1.13    | \$144.10   |
| NL Power                            | September 29 - October 29, 2025      | \$233.73  | \$377.83   |
| Interest                            | 9.47% annually                       | \$2.98    | \$380.81   |
| NL Power                            | October 29 - November 30, 2025       | \$334.35  | \$715.16   |
| Interest                            | 9.47% annually                       | \$5.64    | \$720.80   |
| NL Power                            | November 30 - December 31, 2025      | \$406.72  | \$1,127.52 |
| Interest                            | 9.47% annually                       | \$8.90    | \$1,136.42 |
| NL Power                            | December 31 - January 28, 2026       | \$366.23  | \$1,502.65 |
| Interest                            | 9.47% annually                       | \$11.86   | \$1,514.51 |
| NL Power                            | January 28, 2026 - February 26, 2026 | \$373.46  | \$1,887.97 |
| Interest                            | 9.47% annually                       | \$14.90   | \$1,902.87 |
| NL Power                            | February 26, 2026 - March 27, 2026   | \$361.76  | \$2,264.63 |
| Interest                            | 9.47% annually                       | \$17.87   | \$2,282.50 |
| March 17, 2026                      | Payment                              | -\$900.00 | \$1,382.50 |

## Decision

25. The landlord's claim for utilities paid succeeds in the amount of \$1382.50.

### 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#8). 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 has been successful, I find that the tenants are 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 \$1650.00

## Analysis

28. Section 14 of the *Residential Tenancies Act, 2018* deals with security deposits, and the relevant subsections state:

### 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).*
- (12) *A landlord who does not make an application in accordance with subsection (11) shall return the security deposit to the tenant.*

29. The landlord's claim for losses has been successful as per paragraphs 21, 25 and 27 above and as such, the security deposit shall be applied against monies owed. 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. **Note:** interest calculated up to the hearing date equates to \$3.53.

## Decision

30. The security deposit shall be applied against monies owed.

## Summary of Decision

31. The tenants shall pay the landlord \$0.00 as follows:

|                                     |                |
|-------------------------------------|----------------|
| Late fees paid .....                | \$75.00        |
| Utilities paid .....                | 1382.50        |
| Hearing expenses .....              | 20.00          |
| <b>Less: security deposit .....</b> | <b>1477.50</b> |
| <b>Total .....</b>                  | <b>\$0.00</b>  |

32. The tenants shall vacate the property immediately.

33. The tenants shall pay to the landlord any costs charged to the landlord by the Office of the High Sheriff should the landlord be required to have the Sheriff enforce the attached Order of Possession.

34. The landlord will be awarded an Order of Possession.

July 16, 2026  
Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office