

Residential Tenancies Tribunal

Application 2026-0577-NL

Angie Brenton
Adjudicator

Introduction

1. Hearing was held on 28 July 2026 at 9:15 AM.
2. [REDACTED], hereinafter referred to as the landlord attended the hearing via teleconference.
3. The respondents, [REDACTED] hereinafter, collectively referred to as the tenants were not in attendance.

Preliminary Matters

4. The tenants were not present or represented at the hearing and I was unable to reach the tenants 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 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.
5. While the Affidavit of Service indicates that service occurred on 29 June 2026, the email evidence shows that the Notice of Hearing was transmitted to both tenants on 17 June 2026, using the email addresses provided by them for tenancy-related correspondence. Tenant 1 responded to the email, confirming receipt. On the evidence before me, I find that the Notice of Hearing was served on June 17, 2026, and that the tenants received sufficient notice of the proceeding. Accordingly, service is deemed effective.
6. The landlord did not provide a copy of the rental agreement. She stated that there was written lease signed with both tenants for a fixed term of six months. The tenancy commenced on 1 December 2025, ending on 31 May 2026. The rent was due on the first day of each month in the amount of \$1550.00.

7. The landlord requested to amend her application to include late fees. Although the Application for Dispute Resolution did not specifically include a claim for late fees, the rental ledger provided to the respondents clearly identified those fees as being sought. I am satisfied the respondents had notice of the claim and that permitting this minor amendment will not result in any unfairness or prejudice; therefore, the amendment is allowed.

Issues before the Tribunal

8. The landlord is seeking:
- Unpaid rent
 - Late fees

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)*.
10. Also considered and referred to in this decision are sections 15, 18, and 34 of the *Act*.

Issue # 1: Unpaid Rent

Landlords Position

11. The landlord testified that the parties entered into a six-month fixed-term tenancy agreement commencing 1 December 2025 and ending 31 May 2026. The landlord stated that the tenants advised her they intended to vacate the rental premises in mid-May 2026. However, the tenants did not remove all of their possessions or fully vacate the residential premises until 1 June 2026. The landlord further testified that the tenants did not provide proper notice of their intention to terminate the tenancy before the expiry of the fixed term, as required by the *Act*. The landlord stated that the tenants failed to pay rent for May 2026 despite her efforts to contact them and request payment of the outstanding rent. As a result, the landlord seeks recovery of unpaid rent for May 2026 in the amount of \$1,550.00.

Analysis

12. The Tribunal accepts the landlord's undisputed evidence that the parties entered a fixed-term tenancy commencing 1 December 2025 and ending May 31, 2026, with monthly rent payable in the amount of \$1,550.00. Although a copy of the written tenancy agreement was not submitted, the evidence before the Tribunal is uncontradicted as the tenants did not attend the hearing.
13. The Tribunal further accepts the landlord's evidence that the tenants advised they would be vacating the rental premises in mid-May 2026, before the expiry of the fixed term tenancy, and did not provide the notice contemplated by section 18(1)(c) of the *Act*. The Tribunal also accepts that the tenants did not fully remove their possessions and vacate the rental unit until June 1, 2026. As a result, the landlord had no reasonable opportunity to mitigate her losses by attempting to re-rent the premises for May 2026. Accordingly,

the tenants remained responsible for the obligations arising under the tenancy agreement, including payment of rent for May 2026 in the amount of \$1,550.00.

Decision

14. The landlord's claim for unpaid rent in the amount of \$1,550.00 succeeds.

Issue #2: Late Fees

15. The landlord has assessed \$65.00 in late fees.

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

16. The minister has prescribed the following:

Where a tenant has not paid the rent for a rental period within the time specified in the Rental Agreement, the landlord may assess a late payment fee not to exceed:

(a) \$5.00 for the first day the rent is in arrears, and

(b) \$2.00 for each additional day the rent remains in arrears in any consecutive number of rental payment periods to a maximum of \$75.00.

17. As the tenants have not paid the rental amount owing for the month of May 2026, the landlord is entitled to a payment of \$65.00 for late fees incurred.

Decision

16. The landlord's claim for late fees succeeds.

Security Deposit

17. The landlord stated that at the commencement of the tenancy, the tenants paid a security deposit of 75% of the rent in the amount of \$1,125.00. As the landlords claim for rent and late fees has been successful, the landlord shall retain that deposit as outlined in this decision and attached order.

18. Section 14(7) of the Act states that the landlords shall credit interest to the tenants 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. In 2025, the rate was set to 1% cumulative simple annual interest and in 2026, the rate was set to 0%. Total interest at the date of hearing being \$0.96 for a total of \$1,125.96.

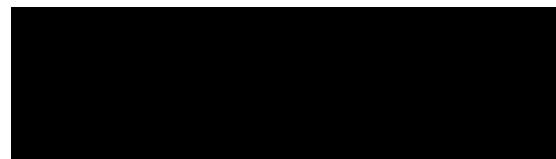
Summary of Decision

19. The landlord is entitled to a payment of 489.04, determined as follows

Rent Owing..... \$ 1550.00

Late Fees..... \$ 65.00
LESS: Security Deposit.....(\$ 1,125.96)
Total Owing to Landlord.....\$ 489.04

Aug 26, 2026
Date



Angie Brenton, Adjudicator
Residential Tenancies Office