

Residential Tenancies Tribunal

Application 2026-0621-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:58 p.m. on 9 September 2026.
2. The applicant, [REDACTED] hereinafter referred to as “the landlord” attended by teleconference. [REDACTED], support person for the landlord also attended.
3. The respondents, [REDACTED] (tenant 1) and [REDACTED] (tenant 2), 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 able to reach tenant 1 by telephone at the start of the hearing, however she declined participation. I was unable to reach tenant 2 by telephone, however I left a message providing the toll-free number. 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 an affidavit with her application stating that she had served the tenants with the notice of hearing electronically via Facebook Messenger on 6 July 2026 (LL#1). The landlord submitted proof of service (LL#2). 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 was a verbal month-to-month rental agreement which commenced on 1 June 2023. The tenants vacated the unit on 31 May 2026. Rent was \$600.00 per month, due on the 1st day of each month. A security deposit was never paid.

Issues before the Tribunal

7. The landlord is seeking:
 - Rent paid \$450.00

- Hearing expenses \$23.70

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*. Also, relevant and considered in this decision is the following section of the Residential Tenancies Policy Manuel - Section 12-1: Recovery of costs.

Issue # 1: Rent Paid \$450.00

Landlord's Position

9. The landlord testified that she entered into a mutual agreement with the tenants whereby the tenants would withhold rent for the month of May in lieu of providing care for her ill partner while she travelled out of the province for a family emergency. The landlord testified that the care provided to her partner by the tenants was not adequate and she was forced to return home on 1 May (8 days later) at which time she gave the tenants an eviction notice to vacate the premises on 31 May 2026.
10. The landlord testified that the [REDACTED] that provides care to her ill partner provided her with funds to pay the care givers in the amount of \$150.00 and the landlord testified that she used those funds to go towards the outstanding rent for the month of May, and she stated that rent is now in arrears in the amount of \$450.00 for the month of May. The landlord stated that she is seeking rent to be paid in full.

Analysis

11. This tribunal does not rule on situations where landlords and tenants enter into employment agreements. This tribunal can only rule on residential tenancy issues and 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 tenants resided at the unit until the end of May without paying rent, and I accept that the landlord is only seeking partial rent for the month of May due to an agreement they had. I find that the tenants are responsible for outstanding rent in the amount of \$450.00 as sought by the landlord.

Decision

12. The landlord's claim for rent paid succeeds in the amount of \$450.00.

Issue # 2: Hearing expenses \$23.70

Analysis

13. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and incurred the cost of printing photographs in the amount of \$3.70. The landlord submitted a copy of the receipts to support the claim (LL#3). In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, filing fees and other administrative fees can be claimable costs. As the photographs were not necessary or taken into consideration, I find that the tenants shall not be responsible to reimburse the landlord for those costs. As the landlord's claim for the loss of rent paid succeeds, I find that the tenants are responsible for the application fee of \$20.00.

Decision

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

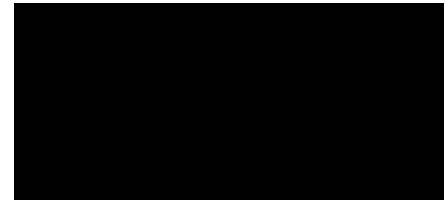
Summary of Decision

15. The tenants shall pay the landlord \$470.00 as follows:

Rent paid	\$450.00
Hearing expenses	20.00
Total	\$470.00

September 16, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office