

Residential Tenancies Tribunal

Application 2024-1034-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:15 a.m. on 6-February-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
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 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 he/she has been properly served. The landlord submitted two affidavits with his application stating that he had served the tenants with the notice of the hearing by email to [REDACTED] and [REDACTED] on 6-January-2025 (LL#1) and submitted proof of sent emails on that date (LL#2,3). 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.
5. There was a written fixed term rental agreement which commenced on 21-April-2023 for one year and transferred into a month-to-month tenancy. The tenants vacated the unit on 1-January-2025. Rent was \$2200.00 per month due on 1st of each month. A security deposit of \$1000.00 was collected on 20-April-2023 and is still in landlord’s possession.
6. The landlord amended his application to include hearing expenses of \$20.00. Security deposit of \$1000.00 will be applied against any monies owed.

Issues before the Tribunal

7. The landlord is seeking:

- Rent paid \$2200.00;
- Late fees \$65.00;
- Compensation for Inconveniences \$785.24;
- Utilities \$188.05;
- Hearing expenses \$20.00;
- Security Deposit of \$1000.00 to be applied against any monies owed.

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. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Policy*: Section 2-4 Deposits, Payments and Fees, Section 12-1 Recovery of Costs, and following sections the *Residential Tenancies Act, 2018*: Section 14: Security Deposit, Section 15: Fee for failure to pay rent, Section 47: Order of Director.

Issue # 1: Rent paid \$2200.00

Late fees \$65.00

Landlord's Position

10. The landlord stated that the tenants abandoned the rental unit on 1-January-2025. He further stated that the tenants did not pay rent on the 1st of January and that when he attempted to contact them via messenger and via text, he discovered that they had blocked him. Based on this, he assumed that something had happened and on 2-January he went to the rental unit to inspect the situation. The landlord stated that there was an accumulation of garbage left on the back deck and when he looked through the windows, he noted that the unit was empty, with no furniture inside – only junk and garbage. Given these observations, the landlord posted an abandonment notice on the door, and the tenants did not reach out to him. As the rent remained unpaid and as there was no communication from the tenants, the landlord determined that the unit had been abandoned.

11. The landlord is seeking January rent of \$2200.00 to be paid and late fees of \$65.00.

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.

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

13. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid under a rental agreement by a tenant during the use or occupancy of a residential premises.
14. I accept the landlord's testimony that the tenants abandoned the rental unit and did not pay rent in January, as the tenants were not present or represented during the hearing to provide their own testimony. I find that the tenants are responsible for the rent for the month of January. Therefore, with regards to the late fees and in accordance with Section 15 of the Act as stated above, I find that that the late fee of \$65.00 is allowed.

Decision

15. The landlord's claim for rent and late fees succeeds in the amount of \$2265.00.

Issue # 2: Utilities \$188.05.

Landlord's Position

16. The landlord is seeking utilities to be paid for the month of January, as it was not paid by the tenants. The landlord submitted a NL Power bill to support his claim (LL#4).

Analysis

17. After reviewing the evidence, I find that the landlord submitted a copy of a NL Power bill for February-2024 to support his claim for unpaid utilities in January-2025. While I accept the landlord's testimony, that the tenants did not paid utilities for January, and find them responsible for this payment, the landlord has not provided evidence of the actual amount owed for that month. The amount he is seeking is based on the February-2024 bill, and he has not demonstrated what was paid for the utilities in January.

Decision

18. The landlord's claim for utilities does not succeed.

Issue # 3: Compensation for inconveniences \$785.24.

19. The landlord testified that he was inconvenienced by the abandonment of the rental unit and is seeking compensation as follows:

#1: Cleaning \$420.00.

Landlord's Position:

20. The landlord is seeking \$420.00 for cleaning services. The landlord stated that the tenants abandoned the unit, leaving it unclean and full of garbage. While the tenants did not leave any valuable belongings, they left a significant amount of dirt and trash. To support his claim, the landlord submitted photographic evidence showing the condition of the unit (LL#5). The landlord stated that each room needed to be cleaned and provided a receipt from the cleaning service (LL#6).

#2: Dumpster rental \$365.24.

Landlord's Position:

21. The landlord is seeking \$365.24 for dumpster rental. The landlord stated that he needed to rent a dumpster to dispose of all the garbage and leftover belongings the tenants left behind. The landlord submitted a receipt from dumpster rental (LL#7) and further stated that it took him approximately 4-5 hours of self-labor to load and remove the items.

Analysis

22. Section 47 of the *Residential Tenancies Act, 2018* states:

Order of Director

47 (1). After hearing an application the director may make an order

(h) directing a landlord to pay a tenant an amount as compensation for inconvenience as a result of a contravention of this Act or the rental agreement, and authorizing the tenant to offset that amount against future rent

23. In accordance with Section 47 of the *Act* as stated above, an order can only be made against a landlord for inconveniences and not the reverse. What this means is that there is no provision in the *Act* allowing landlords to seek compensation for their time when renting units to tenants or dealing with tenancy issues. However, I find that the landlord's claim for compensation for inconveniences falls under damages / losses incurred following the abandonment of the rental unit and will be considered accordingly. As the tenants were not present or represented during the hearing to provide their own testimony regarding these issues, the damages / losses will be analyzed as follows:

#1: Cleaning \$420.00

24. The landlord is seeking \$420.00 for cleaning services. I accept that the landlord submitted sufficient evidence, including photographs of the unit after the tenants vacated and receipt, to demonstrate the condition of the unit at the time of abandonment. Based on this evidence, I find that the cleaning was required as the tenants left the unit in a poor condition and that the landlord incurred these expenses as a result. Therefore, I find that the landlord is entitled to compensation in the amount of \$420.00.

#2: Dumpster rental \$365.24.

25. The landlord is seeking \$365.24 for dumpster rental. I find that in order to dispose of the garbage accumulated on the back deck and the trash left behind in the unit, the landlord needed to rent a dumpster. Given the evidence provided, I accept that these expenses were incurred as a direct result of the tenants abandoning the property. For these reasons, I find that the landlord is entitled to be compensated the cost of the dumpster rental of \$356.24.

Decision

26. The landlord's claim for compensation for inconveniences succeeds in the amount of \$785.24.

Issue # 4: Hearing expenses \$20.00**Analysis**

27. Section 12-1 of the *Residential Tenancies Policy* states that in general, claimable costs may include the filing fee. The landlord paid \$20.00 for the application and is seeking reimbursement. As the landlord's claim has been successful, the tenants shall pay the hearing expenses.

Decision

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

Issue # 5: Security deposit to be applied against any monies owed \$1000.00**Analysis**

29. 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).

30. The landlord's claim for losses has been successful as per paragraphs 15, 25, and 27 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 interest for 2023 was 0% and the annual interest in 2024-2025 is 1%.

Decision

31. Security deposit plus interest to be applied against monies owed.

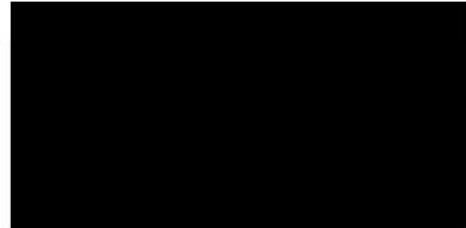
Summary of Decision

32. The tenants shall pay the landlord \$2059.20 as follows:

Rent and late fees	\$2265.00
Compensation for inconveniences ..	\$785.24
Utilities	\$0.00
Hearing expenses	\$20.00
Less Security Deposit & interest ..	\$1011.04
 Total	\$2059.20

February 17, 2025

Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office