

Residential Tenancies Tribunal

Application 2024-1182-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 23-January-2025 at 2:01 pm.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, was represented at the hearing by [REDACTED], who attended via 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 they have been properly served. The landlord submitted an affidavit (LL#1) with their application stating that they had served the tenants with notice of the hearing electronically on 20-December-2024 at 3:41 pm. Proof of service was also provided. As the tenants were properly served, and as any further delay in these proceedings would unfairly disadvantage the landlords, I proceeded with the hearing in their absence.
5. The landlord initially sought an order of vacant possession. However, the tenant had vacated the premises by the time of the hearing. Accordingly, the application was amended to remove the request for an order of vacant possession.

Issues before the Tribunal

6. Should the landlords' claim for unpaid rent and late fees succeed?

Legislation and Policy

7. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018* (the *Act*).

Issue 1: Unpaid Rent

8. The landlords claim for \$1300 in unpaid rent, which represents the entire monthly rent for the month of December. The landlord testified that the tenants vacated without giving notice on or about 13-December-2024. They testified that they became aware the tenants had vacated as of 15-December-2024 and, despite their best efforts, they were unable to re-rent the premises until 15-January-2025.
9. I accept the landlord's uncontradicted testimony.
10. S. 15(1) of the *Act* states that 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 set the rate for late fees at \$5.00 for the first day and \$2.00 for each day thereafter, to a maximum of \$75.00. As the rent has been overdue for more than 35 days, the maximum late fee applies.
11. The landlord's claim for unpaid rent succeeds in the amount of \$1300.00 and the landlord's claim for late fees succeeds in the amount of \$75.00.

Decision

12. The landlord's claim for unpaid rent succeeds in the amount of \$1300.00
13. The landlord's claim for late fees succeeds in the amount of \$75.00.
14. The landlord was successful in their claim and therefore may seek reimbursement for reasonable hearing expenses. In this case, they claim only the \$20.00 application fee.
15. The tenancy has ended and the security deposit must be disposed of. As the landlord is owed moneys, they may apply the security deposit against the sum owed.
16. In this case the security deposit was \$1000.00 and was received on 1-May-2024. S.14(7) of the *Act* states that a landlord shall credit interest to the tenant 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. The regulations prescribe a simple cumulative interest rate of 1% annual for 2024 and 2025. Calculated to the date of the hearing, the total interest is \$7.35.

Summary of Decision

17. The tenants shall pay to the landlord \$387.65 as follows:

Unpaid rent.....	\$1300.00
Late fees.....	\$75.00
Hearing expenses.....	\$20.00
Less Security Deposit.....	-(\$1007.35)

Total.....\$387.65

25-February-2025

Date



Seren Cahill
Residential Tenancies Office