

Residential Tenancies Tribunal

Application 2025-0017-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:15 a.m. on 28-February-2025.
2. The applicant, [REDACTED], represented by [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” did not attend.

Preliminary Matters

4. The tenant was 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 with their application stating that they have served the tenant with the notice of the hearing via prepaid registered mail tracking number [REDACTED] on 11-February-2025 (LL#1). In accordance with the *Residential Tenancies Act, 2018* this is good service. As the tenant was 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 month-to-month rental agreement that commenced on 1-March-2023, and the tenant moved out on 21-February-2025. Rent is \$1000.00 per month due on the first of each month. A security deposit of \$600.00 was collected on 16-March-2023 and is still in landlord’s possession.
6. The landlord’s representative amended the application to exclude Vacant Possession of the residential premises, and to include hearing expenses of \$97.56.

Issues before the Tribunal

- Rent paid \$2400.00;
- Late fees \$80.00;
- Hearing expenses \$97.56;
- Security Deposit of \$600.00 to be applied against any monies owed.

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*.
8. 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.

Issue # 1: Rent paid \$2400.00

Late fees \$80.00

Landlord's Position

9. The landlord's representative testified that rent is outstanding in the amount of \$2400.00 and stated that they are seeking late fees in the amount of \$80.00. The landlord submitted a copy of rental ledger to support their claim, see below:

4-Dec-2018	January Rent	Document	1000.00	-\$600.00	400.00
Jan	February Rent	no rent received	1400.00	-\$600.00	1400.00
Feb	Late Fee Charge	no rent received	2400.00	-\$600.00	2400.00

10. *Residential Tenancies Policy* 2-4; Deposits, Payments and Fees states:

Late payment fee:

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.

11. 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.
12. I accept the landlord's testimony that the rent was not paid in full in December and was not paid at all in January and February, as the tenant was not present or represented during the hearing to provide their own testimony. Therefore, with regards to the late fees and in accordance with Section 2-4 of the Policy as stated above, I find that the maximum late fee of \$75.00 is allowed. As the tenant vacated the unit on 21-February, I find that they are responsible for rent for the period during which they occupied or had use of the residential premises. Payment for the February is calculated on a prorated basis. The daily rate of \$32.87 is applied and charged for the February 1-21. See amended ledger below:

Rental Ledger 2025-0017-NL			
Date	Action	Amount	Total
November 1, 2024		Balance	\$0.00
December 1, 2024	Rent due	\$1,000.00	\$1,000.00
December 4, 2024		Payment	-\$600.00
January 1, 2025	Rent due	\$1,000.00	\$1,400.00
February 1-21, 2025	Rent due	\$690.27	\$2,090.27
	Late fees	\$75.00	\$2,165.27
			\$2,165.27

Daily rate: \$1000.00 x 12 mths = \$12000.00
\$12000.00/ 365 days = \$32.87 per day

Decision

13. The landlord's claim for rent and late fees succeeds in the amount of \$2165.27.

Issue # 2: Hearing expenses \$97.56.

Relevant Submission

14. The landlord paid \$20.00 for the application fee, \$57.50 for services of Commissioner of Oaths and \$20.06 for prepaid registered mail and is seeking reimbursement. The landlord submitted copies of the receipts to support the claim (LL#2).

Analysis

15. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual*: Costs, general claimable costs may include filing fee, and the costs incurred in serving the other party with the application. As the landlord's claim was successful as per paragraph 14, the landlord will be awarded with \$97.56.

Decision

16. The landlord's claim for hearing expenses succeeds in the amount of \$97.56.

Issue # 3: Security deposit to be applied against any monies owed \$600.00

Analysis

17. 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).

18. The landlord's claim for losses has been successful as per paragraphs 14 and 17, 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 in 2023 was 0%, the annual interest in 2024-2025 is 1%.

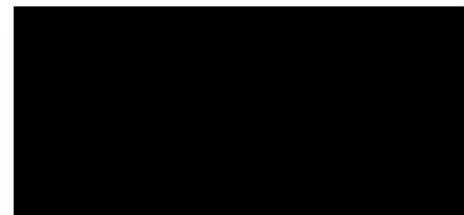
Decision

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

Summary of Decision

20. The tenant shall pay the landlord \$1655.84 as follows:

Rent and late fees	\$2165.27
Hearing expenses	\$97.56
Less Security Deposit & interest	\$606.99
 Total	 \$1655.84



March 3, 2025

Date

Oksana Tkachuk, Adjudicator
Residential Tenancies Office