

Residential Tenancies Tribunal

Application 2025-0283-NL

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 9:17 AM on 03 June 2025 via teleconference.
2. The applicant, [REDACTED] was represented at the hearing by [REDACTED], hereinafter referred to as "the landlord. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as "the tenants", were not in attendance.

Issues before the Tribunal

3. The landlord is seeking the following:
 - An order for a payment of rent in the amount of \$3600.00,
 - An order for a payment of late fees in the amount of \$225.00,
 - An order for vacant possession of the rented premises, and
 - Authorization to retain the \$1537.50 security deposit.

Legislation and Policy

4. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
5. Also relevant and considered in this case is section 14 and 15 of the *Residential Tenancies Act, 2018*, and rule 29 of the *Rules of the Supreme Court, 1986*.

Preliminary Matters

6. The tenants were not present or represented at the hearing and I was unable to reach them by telephone from 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 has been properly served. With his application, the landlord submitted an affidavit stating that he had served the tenants, by e-mail, on 08 May 2025, and a delivery receipt was also submitted with his application. 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.

7. The landlord amended his application at the hearing and stated that he was now seeking a total claim of rent in the amount of \$5650.00. He also withdrew his claim for an order for vacant possession as the tenants moved out on 16 April 2025.

Issue 1: Rent - \$5650.00

Relevant Submissions

8. The landlord testified that the tenants had entered into a 1-year, fixed-term lease with [REDACTED] on 01 August 2024, and his company, [REDACTED] took over the management of the property in January 2025. The monthly rent was set at 2050.00 and the landlord testified that the tenants had paid security deposit of \$1537.50.
9. With his application, the landlord submitted a copy of his rent records showing the payments he had received from the tenants since he began managing the property. According to these records, the tenants paid no rent for the months of January and February 2025. The rent of \$2050.00 was paid for March 2025, and on 29 March 2025 he received another payment of \$500.00. Without notice, the tenants moved out on 16 April 2025.
10. The landlord is seeking an order for the payment of the rent owing for January and February 2025—\$4100.00—and the remaining \$1550.00 owing for April 2025, for a total claim of \$5650.00.

Analysis

11. I accept the testimony and evidence of the landlord in this matter and I agree with him that the tenants have not been paying their rent, as required.
12. Based on the submitted ledger, I find that the tenants owe the landlord \$5650.00.

Decision

13. The landlord's claim for a payment of rent succeeds in the amount of \$5650.00.

Issue 2: Late Fees - \$225.00

14. The landlord has assessed \$225.00 in late fees.

Analysis

15. 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.

16. As the tenants have been in rental arrears since 02 January 2025, the landlord is entitled to a payment of the maximum fee of \$75.00 set by the minister.

Decision

17. The landlord's claim for late fees succeeds in the amount of \$75.00.

Issue 3: Security Deposit

18. The landlord stated that the tenants had paid a security deposit of \$1537.50 on 01 August 2024. As his claim for rent and late fees has been successful, the landlord shall retain that deposit as outlined in this decision and attached order.
19. 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 2024, the rate was set to 1% cumulative simple annual interest. Total interest at the date of hearing being \$12.96 for a total of \$1550.46.

Summary of Decision

20. The landlord is entitled to a payment of \$4174.54, determined as follows:

a) Rent Owing.....	\$5650.00
b) Late Fees.....	\$75.00
c) LESS: Security Deposit.....	(\$1550.46)
d) Total Owing to Landlord.....	<u>\$4174.54</u>

05 June 2025

Date


John R. Cook
Residential Tenancies Tribunal