

Residential Tenancies Tribunal

Application 2025-0285-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 13-May-2025 at 9:11 am.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, also attended via teleconference.

Preliminary Matters

4. The tenant acknowledged he received notice of this hearing more than ten days in advance.

Issues before the Tribunal

5. Should the landlord's claim for unpaid rent and late fees succeed?
6. Should the landlord's claim for compensation for inconvenience 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 and Late Fees

8. The landlord claims \$1000.00 in unpaid rent. This represents the entire monthly rent of \$1000/month for the month of March 2025. As a result of application 2024-1201-NL, an order was issued on 17-February-2025 that the tenant was to vacate the premises immediately.
9. The landlord testified that the tenant did not comply with the order and she was unable to reclaim possession of the premises until officers of the Office of the High Sheriff

changed the locks and gave her the keys to her on 12-March-2025. She testified that she began looking for a new tenant immediately but was unable to place it until 15-April-2025.

10. The tenant testified that he did not reside at the premises from 18-February-2025 onwards. The Sheriff's officers had called him and advised they intended to attend and change the locks on 12-March-2025. He says he attended the premises from 18-February-2025 to 8-March-2025 but only to remove his possessions. He feels that he should not have had to pay rent for any of this period as the landlord is obligated to store his possessions left on the premises for at least 30 days under s. 32 of the Act.
11. A tenant must pay rent for every day they retain possession of the premises. From 18-February-2025 to the middle of March the tenant retained possession, i.e., he was the sole person able to freely access the property. The landlord did not regain possession until 12-March-2025.
12. As the tenant's actions deprived the landlord of the ability to rent the premises for the month of March, and she was unable to mitigate her loss, the landlord's claim for unpaid rent succeeds in the amount of \$1000.00.
13. 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 of late fees at \$5.00 for the first day and \$2.00 for each day thereafter. As more than 9 days passed between when the rent was due on 1-March-2025 and the date of the hearing, the landlord's claim for \$21.00 in late fees succeeds.

Issue 2: Compensation for Inconvenience

14. The landlord made a claim for \$100.00 in compensation for inconvenience, a nominal amount to represent pain and suffering.
15. S. 47(1)(h) of the *Act* states that after hearing an application the director may make an order directing a landlord to pay to a tenant an amount as compensation for inconvenience as a result of a contravention of this Act or the rental agreement. There is no equivalent provision authorizing the director to make an order directing a tenant to pay to a landlord an amount for compensation for inconvenience.
16. Additionally, the purpose of this tribunal is compensatory. It attempts to restore parties to the position they would be in had the other party not violated the *Act* and/or the rental agreement. To this end, compensation is awarded only for demonstrable financial loss.
17. The landlord's claim for compensation for inconvenience fails.

Decision

18. The landlord's claim for unpaid rent succeeds in the amount of \$1000.00.
19. The landlord's claim for late fees succeeds in the amount of \$21.00.

20. The landlord's claim for compensation for inconvenience fails.
21. The tenancy has ended, and the security deposit must be disposed of. In this case, the security deposit was \$500 received on 22-October-2024, and \$20.00 was deducted from it on 17-February-2025.
22. 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 prescribed a simple cumulative interest rate of 1% annual for 2024-2025. Calculated to the date of the hearing, this yields interest totaling \$2.77.
23. As the landlord is owed moneys they may apply the security deposit against the sum owed.

Summary of Decision

24. The tenant shall pay to the landlord \$592.33 as follows:

Unpaid Rent.....	\$1000.00
Late fees.....	\$75.00
Less Security Deposit.....	-(\$482.77)
 Total.....	 \$592.23

29-July-2025
Date

[Redacted]

Seren Cahill
Residential Tenancies Office