

Residential Tenancies Tribunal

Application 2025-0557-NL and 2025-0652-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 25-August-2025 at 9:05 am.
2. The applicants of the initial claim, [REDACTED] and [REDACTED], hereinafter referred to as the tenants, attended via teleconference.
3. The respondent and counter-applicant, [REDACTED], hereinafter referred to as the landlord, was aided in her presentation of evidence by her son-in-law [REDACTED]. Both also attended via teleconference.

Preliminary Matters

4. While the issue of service was disputed, both parties confirmed that they were prepared and wished to proceed with the hearing.

Issues before the Tribunal

5. Should the landlord's claim for unpaid rent and late fees succeed?
6. Should the landlord's claim for unpaid utilities succeed?
7. Should the landlord's claim for damages succeed?
8. What is the proper disposition of the security deposit?

Legislation and Policy

9. 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

10. The landlord claims for \$487.50 in unpaid rent for the second half of June 2025. Parties agree that the tenants issued a termination notice (LL#1) on the landlord under s. 23(1)

of the Act on 9-June-2025 which lists a move out date of 24-June-2025. Parties also agree that the monthly rent is \$975.00 and that the tenants have paid \$487.50 for the month of June 2025. The only dispute is over what, if anything, is owed.

11. The tenants assert that they owe nothing for the remaining rent for June. They say they issued a valid termination notice. Their understanding was that the termination notice needed to be issued with a move out date 15 days in advance and once that was done, they could end the tenancy any time between 5 and 14 days thereafter.
12. The landlord contests the validity of the termination notice and therefore seeks rent in lieu of notice to the end of the month of June.
13. The landlord submitted in their evidence a series of text messages between the parties labeled LL#4. In a message dated 15-June-2025 at 2:23 pm the landlord says "...I did not ask you to leave, that was your choice, but I accepted the early termination notice you served me on June 9, 2025 for move out date June 24, 2025." Having accepted in writing the notice, the landlord cannot now challenge its validity, notwithstanding the fact that she was dissatisfied with how the tenants vacated the premises. The tenants are entitled to rely on the landlord's representation of acceptance.
14. Insofar as the tenants believe the notice they issued allowed them to end the tenancy on 14-June-2025, they are mistaken. S. 23(1) of the Act reads as follows:

Notice where landlord contravenes peaceful enjoyment and reasonable privacy

23. (1) Notwithstanding subsection 18(1) and paragraph 18(3)(a), where a landlord contravenes statutory condition 7(b) set out in subsection 10(1), the tenant may give the landlord notice that the rental agreement is terminated and the tenant intends to vacate the residential premises on a specified date not less than 5 days, but not more than 14 days, after the notice has been served.

15. The notice must specify a date and that date must be no less than 5 and no more than 14 days after the notice is served. In the present case the notice was given 14 clear days before the stated termination date. The notice does not create a range of time during which the tenant may choose to suddenly terminate the tenancy. It states the one date on which the tenancy is to terminate, which is why it is labeled the "move out date."
16. The tenants owe remaining rent for June up to 24-June-2025, which is when the notice identified the tenancy was to terminate. A daily rate must be calculated. The correct formula for determining a daily rate is found by multiplying the monthly rate of \$975/month by the 12 months and dividing it by the 365 days of the year. In the present case, the daily rate is \$975/month*(12 months/365 days)=~\$32.05/day. Multiplying this rate by 24 yields a total rent owing for June of \$769.32. As \$487.50 has already been paid, the remainder owing for the month of June is \$281.82.
17. The tenants shall pay to the landlord \$281.82 in unpaid rent.
18. The landlord also claims \$148.00 in late fees. 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 rent has been overdue for more than 35 days, the maximum late fee of \$75.00 applies.

Issue 2: Unpaid Utilities

19. The landlord also claims for \$36.16 for utilities, representing the remaining kWh electricity charge for June, as provided in LL#8, a bill from NL power. Parties agree that the tenants terminated their contract with NL Power effective for 15-June-2025. LL#4 shows that for the remaining 15 days of June, the kWh charge was \$22.49. I have determined that the tenants were responsible for 9 of these remaining 15 days.
20. The landlord's claim for unpaid utilities succeeds in the amount of $\$22.49 * (9/15) = \13.94 .

Issue 3: Damages

21. The landlord claims \$100.00 in cleaning fees for removing items they say the tenants left in the crawlspace (LL#7). The landlord says these items must belong to the tenants because she checked the crawlspace before the tenancy began and it was empty. The tenants said these items are not theirs and they never used the crawlspace.
22. I see no reason to prefer the landlord's testimony over the tenants. Both versions are equally plausible, and neither is corroborated by any external evidence.
23. I find that the landlord has failed to establish their claim on a balance of probabilities, and this portion of their claim therefore fails.

Issue 4: Security Deposit

24. The landlord is owed moneys and therefore may apply the security deposit against the sum owed. In this case, the security deposit was \$710.00 which was paid on 13-June-2023.
25. S. 14(7) of the Act states that the 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 an interest rate of 0% for 2023 and a simple cumulative interest rate of 1% annual for the years 2024 and 2025. Calculated to the date of the hearing, this yields interest totaling \$11.73.

Decision

26. The landlord's claim for unpaid rent succeeds in the amount of \$281.82.
27. The landlord's claim for late fees succeeds in the amount of \$75.00.
28. The landlord's claim for unpaid utilities succeeds in the amount of \$13.94.
29. The landlord's claim for damages fails.
30. The landlord may apply the security deposit and interest, valued at \$721.73, against the sum owed. The remainder must be returned to the tenants.

31. The landlord was successful in their claim and may therefore seek to be reimbursed for their reasonable hearing expenses. In this case, they claim only the \$20.00 application fee, which is granted.

Summary of Decision

32. The landlord shall pay to the tenants \$330.97 as follows:

Security Deposit.....	\$721.73
Less Unpaid Rent.....	-(\$281.82)
Less Late Fees.....	-(\$75.00)
Less Utilities.....	-(\$13.94)
Less Hearing Expenses.....	-(\$20.00)
 Total.....	 \$330.97

5-September-2025

Date


Seren Cahill
Residential Tenancies Office