

## **Residential Tenancies Tribunal**

Application 2023-0568-NL

Decision 23-0568-00

Jacqueline Williams  
Adjudicator

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### **Introduction**

1. Hearing was called at 2:00 p.m. on 25-October-2023.
2. The applicant, [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 her by telephone at the start of the hearing, as there was no number provided. 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 she has been properly served. The landlord submitted an affidavit (LL#01) with his application stating that he had served the tenant with notice of the hearing, by email [REDACTED], as well as proof of the previous use of this email. The tenant has had 11 days to provide a response. 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 her absence.
5. The landlord amended his application to remove vacant possession because the tenant abandoned the property in May 2023.

### **Issues before the Tribunal**

6. The landlord is seeking:
  - Rent \$1,400.00
  - Late fees \$75.00

- Other / locks and cleaning \$261.15
- Security deposit applied to monies owed \$400.00
- Hearing expenses \$20.00

## 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 Act, 2018*: Section 14: Security deposit, Section 15: Fee for failure to pay rent, and Section 18: Notice of termination of rental agreement.

## Issue 1: Rent \$1,400.00

### Relevant Submissions

9. The landlord submitted the rental agreement (LL#02) that he had with the tenant. He explained that she moved in 01-October-2022 and had a term agreement until 31-May-2023. The tenant's rental period was from the first day of each month until the last; \$700.00 rent was due in full on the first day of the month. He said that she paid a \$400.00 security deposit (LL#03) on 05-October-2023; he is still in possession of the deposit.
10. The landlord said that the tenant paid her rent consistently until March 2023. In March she fell behind and he asked her about her rent payment. She told him that she had lost her job and that she would make 2 separate payments to have her rent paid. In April her rent was late again, at that time she told him she wouldn't be paying any rent. He told her she couldn't continue to live there if she wasn't paying rent.
11. The landlord lives out of province, in the middle of May he asked his cousin if it appeared that the tenant was still at the rental. He said his cousin said that there didn't seem to be anyone staying there. The landlord asked her to put a notice of abandonment on the door. The next day the cousin entered the rental and determined that the tenant had abandoned the house.
12. The landlord said that the tenant left without notice and she had a rental agreement until the 31-May-2023. He is seeking rent for April and May.
13. The landlord provided a rent ledger, see below (LL#04):

Rent ledger  
2023-0568-NL

Date	Action	Amount	total
1-Oct-22	Rent due	700.00	700.00
4-Oct-22	Payment	-700.00	0.00
1-Nov-22	Rent due	700.00	700.00

1-Nov-22		Payment	-700.00	0.00
1-Dec-22	Rent due		700.00	700.00
2-Dec-22		Payment	-700.00	0.00
1-Jan-23	Rent due		700.00	700.00
1-Jan-23		Payment	-700.00	0.00
1-Feb	Rent due		700.00	700.00
1-Feb-23		Payment	-700.00	0.00
1-Mar-23	Rent due		700.00	700.00
6-Mar-23		Payment	-350.00	350.00
8-Mar-23		Payment	-350.00	0.00
1-Apr-23	Rent due		700.00	700.00
1-May-23	Rent due		700.00	1400.00

## Analysis

14. Non-payment of rent is a violation of the rental agreement. I accept the landlord's testimony and evidence that the tenant did not pay rent as shown in the rent ledger. The tenant is required to give the landlord notice when she ended the rental agreement and I find it is reasonable for the landlord to include rent for full the month of May which is the end of the rental agreement terms, as per Section 18 of the Residential Tenancies Act, 2018, as follows:

*Notice of termination of rental agreement*

*18. (1) A tenant shall give the landlord notice that the rental agreement is terminated and the tenant intends to vacate the residential premises*

- (a) not less than 7 days before the end of a rental period where the residential premises is rented from week to week;*
- (b) not less than one month before the end of a rental period where the residential premises is rented from month to month; and*
- (c) not less than 2 months before the end of the term where the residential premises is rented for a fixed term.*

15. The tenant shall pay the landlord the rent owed up to the end of January 2023 which includes her notice period totaling \$1,400.00.

## Decision

16. The landlord's claim for rent succeeds in the amount of \$1,400.00.

## Issue 2: Late fees \$75.00

### Relevant Submissions

17. The landlord has shown in the rent ledger (paragraph 13), that the tenant has been in rental arrears as of 02-April-2023 and is seeking the maximum allowed late fees.

## Analysis

18. 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.*

19. As the tenant has been arrears since 02-April-2023, the landlord is entitled to a payment of the maximum fee of \$75.00 set by the minister.

## Decision

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

## Issue 3: Other / locks and cleaning \$261.15

### Relevant Submissions

21. The landlord said that the tenant did not turn in her keys at the end of the tenancy. He said that he received a quote from a locksmith for \$161.15 to change the locks on the house. He did not provide a copy of the quote.

22. The landlord stated that when his cousin gained access to the house, the tenant had placed sushi around the house and there was feces on the floor, which he believes to be human. He said that his cousin did an initial cleaning of the house and then when he got home he did an additional cleaning. He said that it took them about 8 hours combined. He is seeking payment for personal hours totaling \$100.00.

23. The landlord submitted into evidence 8 pictures showing garbage, sushi, and feces in the house. (LL#05).

## Analysis

24. The landlord did not meet the burden of proof for the cost of the locks, as he didn't provide the estimate for the replacement. This claim therefore fails.

25. The landlord has proven that the tenant left the house requiring cleaning. The landlord is claiming 8 hours at the approved hourly rate of \$22.50 for a total of \$180.00. The landlord was seeking \$100.00 for this task and therefore that is the maximum amount that will be awarded.

#### **Decision**

26. The tenant shall pay \$100.00 to the landlord for cleaning.

#### **Issue 4: Security deposit applied to monies owed \$400.00**

##### Relevant Submissions

27. As per paragraph 9, the landlord stated, the tenant paid a security deposit of \$400.00; he is still in possession of that deposit. He is requesting to retain that security deposit towards monies owed by the tenant.

#### **Analysis**

28. The landlord's claims for losses has been successful, paragraphs 16, 20 and 26. He shall retain the deposit as per Section 14 of the *Residential Tenancies Act, 2018*, see below:

##### ***Security deposit***

14. (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*

#### **Decision**

29. The landlord's claim to retain the security deposit against monies owed succeeds in the amount of \$400.00.

#### **Issue 5: Hearing expenses reimbursed \$20.00**

30. The landlord submitted the receipt for \$20.00 for the cost of the hearing (LL#04) and pursuant to policy 12.01, is entitled to reimbursement of that cost from the tenant.

## Summary of Decision

31. The tenant shall pay to the landlord \$1,195.00; as follows:

- Rent ..... \$1,400.00
- Late fees ..... 75.00
- Cleaning ..... 100.00
- Hearing expenses ..... 20.00
- Security deposit applied ..... (400.00)
- Total ..... \$1,195.00

October 27, 2023

Date

Jacqueline Williams, Adjudicator  
Residential Tenancies Office