

Residential Tenancies Tribunal

Application 2025-0052-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 1:57 p.m. on 20-February-2025.
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 when I reached him by telephone at the start of the hearing, he explained his unwillingness to participate. 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 with his application stating that he has served the tenant with the notice of the hearing electronically via email: [REDACTED] on 24-January-2025 (LL#1). The landlord testified that he used this email address for communication before and submitted a proof of sent email. 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 his absence.
5. The landlord stated that there is a written fixed term rental agreement. However, the copy of the rental agreement (LL#2) provided by the landlord did not include pages with the signatures of the parties and the landlord was not certain whether the tenant has signed it, for those reasons I accept that the tenancy was on a month-to-month basis. The tenant moved in during the summer 2023. Rent is \$600.00 per month due on the first of each month. A security deposit of \$300.00 was collected at the beginning of the tenancy but was returned to the tenant in September-2024, as per their agreement regarding the tenant’s move.

6. The landlord amended the application to increase the amount of rent from \$4800.00 as per application to \$5200.00 including month of February and to include hearing expenses of \$20.00.

Issues before the Tribunal

7. The landlord is seeking:
 - An Order for Vacant Possession of the rented premises.
 - Rent paid \$5200.00.
 - Hearing expenses \$20.00.

Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
9. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 19: Notice where failure to pay rent, and following section of the *Residential Tenancies Policy Manual*: Section 12-1: Costs.

Issue # 1: Vacant Possession of the Rented Premises

Relevant Submissions:

10. The landlord submitted a copy of termination notice under Section 19: Notice where failure to pay rent. The notice is signed and dated 9-January-2025 and was served electronically via email, on that date with a termination date of 23-January-2025 (LL#3).

Landlord's Position:

11. The landlord testified that rent has been in arrears since March-2024, and he is seeking vacant possession of residential premises.

Analysis

12. Section 19 of the *Residential Tenancies Act, 2018* states:

Notice where failure to pay rent

19. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b),

(b) where the residential premises is

- i. rented from *month to month*,**
- ii. rented for a fixed term, or**
- iii. a site for a mobile home, and**

the amount of rent payable by a tenant is **overdue for 5 days or more**, the landlord may give the tenant notice that the rental agreement is terminated and that the tenant is required to vacate the residential premises on a specified date not less than 10 days after the notice is served on the tenant.

(4) In addition to the requirements under section 34, a notice under this section shall

- a. be signed by the landlord;
- b. state the date on which the rental agreement terminates and the tenant is required to vacate the residential premises; and
- c. be served in accordance with section 35.

13. I accept the landlord's testimony, as the tenant was not present or represented during the hearing to provide his own testimony. I accept that the tenant was in rent arrears in excess of the 5 days when the termination notice was served. On the date of termination, 23-January-2025 the tenant was still in arrears. In accordance with Section 19 of the *Residential Tenancies Act, 2018* as stated above, the termination notice meets the requirements of the *Act* and is a valid notice.

14. I find that the tenant should have vacated the property by 23-January-2025.

Decision

15. The landlord's claim for an order for vacant possession of the rented premises succeeds.

Issue # 2: Rent paid \$5200.00

Relevant Submission

16. The landlord testified that rent is outstanding in the amount of \$5200.00 including month of February. The landlord submitted a copy of the rental ledger to support the claim (LL#4). See copy of ledger below:

JAN-24	Jan Rent	\$600 ⁰⁰	\$600 ⁰⁰	0
FEB-24	Feb Rent	\$600 ⁰⁰	\$600 ⁰⁰	0
MAR-24	Mar Rent	\$600 ⁰⁰	\$600 ⁰⁰	0
APR-24	Apr. Rent	\$600 ⁰⁰	0	\$600 ⁰⁰
MAY-24	May Rent	\$1200 ⁰⁰	\$300 ⁰⁰	\$900 ⁰⁰
JUN-24	June Rent	\$1500 ⁰⁰	\$300 ⁰⁰	\$1200 ⁰⁰
JUL-24	July Rent	\$1800 ⁰⁰	\$600 ⁰⁰	\$1200 ⁰⁰
AUG-24	Aug Rent	\$1800 ⁰⁰	0	\$1800 ⁰⁰
SEPT-24	Sept Rent	\$2400 ⁰⁰	0	\$2400 ⁰⁰
OCT-24	Oct Rent	\$3000 ⁰⁰	0	\$3000 ⁰⁰
NOV-24	NOV. Rent	\$3600 ⁰⁰	0	\$3600 ⁰⁰
DEC-24	Dec Rent	\$4200 ⁰⁰	0	\$4200 ⁰⁰
JAN-25	Jan Rent	\$4800 ⁰⁰	0	\$4800 ⁰⁰

Landlord's Position

17. The landlord stated that rent has consistently not been paid since August. The landlord is seeking rent to be paid in full.

Analysis

18. 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.

19. I accept the landlord's testimony, as the tenant was not presented to provide his account. The rental ledger is amended to show a daily rate for February as this tribunal does not

consider future rent (see below). I find that the tenant is responsible for outstanding rent until 20-February-2025 in the amount of \$5194.52.

Amended Rental Ledger 2025-0052-NL			
Date	Action	Amount	Total
March 1, 2024	Balance		\$0.00
April 1, 2024	Rent due	\$600.00	\$600.00
May 1, 2024	Rent due	\$600.00	\$1,200.00
May, 2024	Payment	-\$300.00	\$900.00
June 1, 2024	Rent due	\$600.00	\$1,500.00
June, 2024	Payment	-\$300.00	\$1,200.00
July 1, 2024	Rent due	\$600.00	\$1,800.00
July, 2024	Payment	-\$600.00	\$1,200.00
August 1, 2024	Rent due	\$600.00	\$1,800.00
September 1, 2024	Rent due	\$600.00	\$2,400.00
October 1, 2024	Rent due	\$600.00	\$3,000.00
November 1, 2024	Rent due	\$600.00	\$3,600.00
December 1, 2024	Rent due	\$600.00	\$4,200.00
January 1, 2025	Rent due	\$600.00	\$4,800.00
February 1-20, 2025	Rent due	\$394.52	\$5,194.52
			\$5,194.52

Daily rate: \$600 x 12 mths = \$7200.00
\$7200 / 365 days = \$19.72 per day

20. The tenant shall pay a daily rate of \$19.72 until such time as the landlord regains possession of the property.

Decision

21. The landlord's claim for rent and late fees succeeds in the amount of \$5194.52.

Issue # 3: Hearing expenses \$20.00.

Relevant Submission

22. The landlord paid \$20.00 for the application fee and is seeking reimbursement. The landlord submitted a copy of the receipt to support the claim (LL#5).

Analysis

23. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual*: Costs, and as the landlord's claim was successful as per paragraphs 15 and 21, the landlord will be awarded with \$20.00 filing fee.

Decision

24. The landlord's claim for hearing expenses succeeds in the amount of \$20.00.

Summary of Decision

25. The tenant shall pay to the landlord \$5214.52 as follows:

Rent	\$5194.52
Hearing expenses.....	\$20.00

Total..... \$5214.52

26. The tenant shall pay a daily rate of rent beginning 21-January-2025 of \$19.72, until such time as the landlord regains possession of the property.

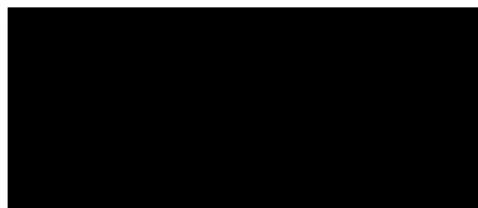
27. The tenant shall vacate the property immediately.

28. The tenant shall pay to the landlord any costs charged to the landlord by the Office of the High Sheriff should the landlord be required to have the Sheriff enforce the attached Order of Possession.

29. The landlord will be awarded an Order of Possession.

February 25, 2025

Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office