

## **Residential Tenancies Tribunal**

Application 2025-0074-NL

Oksana Tkachuk  
Adjudicator

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### **Introduction**

1. Hearing was called at 9:06 a.m. on 4-March-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” attended via teleconference.

### **Preliminary Matters**

4. 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 11-February-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, I proceeded with the hearing.
5. There was a written fixed term rental agreement that commenced On 1-January-2024 for one year and converted into month-to-month relationship. The tenant moved out on 3-March-2025. Rent was \$850.00 per month due on the first of each month. A security deposit was not collected.
6. The application has been amended to include February rent of \$850.00 and 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 \$7575.00.
  - 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 6-October-2024 and was served electronically via email, on that date with a termination date of 1-November-2024 (LL#2).

### Landlord's Position

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

### Tenant's Position

12. The tenant did not dispute that rent was in arrears and confirmed receiving the termination notice on 6-October-2024.

### **Analysis**

13. 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.

14. I accept the landlord's and the tenant's 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, 1-November-2024 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.

15. I find that the tenant should have vacated the property by 1-November-2024.

## **Decision**

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

### **Issue # 2: Rent paid \$7575.00**

#### Relevant Submission

17. The landlord testified that rent is outstanding since May-2024, including month of February. The landlord submitted a copy of the rental ledger to support the claim. See copy of ledger below:

1-Jan-24	Rent Due	\$ 850.00	\$ 0.00	\$ 850.00
4-Jan-24	Rent Pay	\$ 0.00	\$ 850.00	\$ 0.00
1-Feb-24	Rent Due	\$ 850.00	\$ 692.00	\$ 158.00
1-Mar-24	Rent Due	\$ 850.00	\$ 0.00	\$ 1,008.00
14-Mar-24	Rent Pay	\$ 0.00	\$ 1,083.00	-\$ 75.00
1-Apr-24	Rent Due	\$ 850.00	\$ 0.00	\$ 775.00
30-Apr-24	Rent Pay	\$ 0.00	\$ 850.00	-\$ 75.00
1-May-24	Rent Due	\$ 850.00	\$ 0.00	\$ 775.00
14-May-24	Rent Pay	\$ 0.00	\$ 850.00	-\$ 75.00
1-Jun-24	Rent Due	\$ 850.00	\$ 0.00	\$ 775.00
1-Jul-24	Rent Due	\$ 850.00	\$ 0.00	\$ 1,625.00
1-Aug-24	Rent Due	\$ 850.00	\$ 0.00	\$ 2,475.00
1-Sep-24	Rent Due	\$ 850.00	\$ 0.00	\$ 3,325.00
1-Oct-24	Rent Due (notice given on 6th)	\$ 850.00	\$ 0.00	\$ 4,175.00
1-Nov-24	Rent Due	\$ 850.00	\$ 0.00	\$ 5,025.00
1-Dec-24	Rent Due	\$ 850.00	\$ 0.00	\$ 5,875.00
1-Jan-25	Rent Due	\$ 850.00	\$ 0.00	\$ 6,725.00

#### Landlord's Position

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

#### Tenant's Position

19. The tenant did not dispute that rent has not been paid.

## **Analysis**

20. 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.

21. I accept the landlord's and the tenant's testimony. I accept that the tenant vacated the unit on 3-March-2025. The rental ledger is amended (see below). I find that the tenant is responsible for outstanding rent until 28-February-2025 in the amount of \$7575.00.

Amended Rental Ledger 2025-0074-NL			
Date	Action	Amount	Total
January, 2024		Balance	\$0.00
February 1, 2024	Rent due	\$850.00	\$850.00
February 1, 2024		Payment	-\$692.00
March 1, 2024	Rent due	\$850.00	\$1,008.00
March 14, 2024		Payment	-\$1,083.00
April 1, 2024	Rent due	\$850.00	\$775.00
April 30, 2024		Payment	-\$850.00
May 1, 2024	Rent due	\$850.00	\$775.00
May 14, 2024		Payment	-\$850.00
June 1, 2024	Rent due	\$850.00	\$775.00
July 1, 2024	Rent due	\$850.00	\$1,625.00
August 1, 2024	Rent due	\$850.00	\$2,475.00
September 1, 2024	Rent due	\$850.00	\$3,325.00
October 1, 2024	Rent due	\$850.00	\$4,175.00
November 1, 2024	Rent due	\$850.00	\$5,025.00
December 1, 2024	Rent due	\$850.00	\$5,875.00
January 1, 2025	Rent due	\$850.00	\$6,725.00
February 1, 2025	Rent due	\$850.00	\$7,575.00

## Decision

22. The landlord's claim for rent succeeds in the amount of \$7575.00.

## Issue # 3: Hearing expenses \$20.00.

### Relevant Submission

23. 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#3).

## Analysis

24. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual*: Costs, and as the landlord's claim was successful as per paragraphs 16 and 22, the landlord will be awarded with \$20.00 filing fee.

## Decision

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

## **Summary of Decision**

26. The tenant shall pay to the landlord \$7595.00 as follows:

Rent .....	\$7575.00
Hearing expenses.....	\$20.00

Total..... **\$7595.00**

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.

March 4, 2025

Date



Oksana Tkachuk, Adjudicator  
Residential Tenancies Office