

Residential Tenancies Tribunal

Application 2025-0126-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:16 a.m. on 1-May-2025.
2. The applicant, [REDACTED], represented by [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. 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 their application stating that they had served the tenant with the notice of hearing via pre-paid registered mail [REDACTED] on 20-February- 2025 (LL#1). Canada Post tracking indicates that the mail was sent on 19-February and retrieved on 20-February-2025. A change in the hearing conference ID number was sent to the applicant on 28-April-2025 and the applicant forwarded the change to the respondent via email on 30-April-2025 (LL#2). 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 her absence.
5. There is a written month-to-month rental agreement which commenced on 30-May-2019. Rent is \$598.00 per month, due on the 1st day of each month. A security deposit of \$300.00 was paid on 6-May-2019 and is in the landlord’s possession.

Issues before the Tribunal

6. The landlord is seeking:
 - An order for vacant possession of the rented premises.
 - Hearing expenses \$20.00

- Security deposit applied against monies owed

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*. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 18: Notice of termination of rental agreement. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Policy*: Section 12-1: Recovery of costs.

Issue # 1: Vacant Possession of the Rented Premises

Relevant Submission

8. The landlord submitted a copy of a termination notice issued to the tenant on 23-January-2025 under Section 18: Notice of termination of rental agreement to vacate the premises on 30-April-2025 (LL#3).

Landlord's Position

9. The landlord did not have a position as they gave the termination notice under the authority of the *Residential Tenancies Act, 2018*.

Analysis

10. The notice was served under Section 18 of the *Residential Tenancies Act, 2018* which states:

Notice of termination of rental agreement

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

- (a) not less than 4 weeks before the end of a rental period where the residential premises is rented from week to week;*
- (b) not less than 3 months before the end of a rental period where the residential premises is rented from month to month; and*
- (c) not less than 3 months before the end of the term where the residential premises is rented for a fixed term.*

.....

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

- (a) be signed by the person providing the notice;*
- (b) be given not later than the first day of a rental period;*
- (c) state the date, which shall be the last day of a rental period, on which the rental agreement terminates and the tenant intends to vacate the residential premises or the date by which the tenant is required to vacate the residential premises; and*
- (d) be served in accordance with section 35.*

11. This tribunal can only review the authenticity of the termination notice and I find that the notice submitted by the landlord meets the requirements of not less than 3 months before the end of a rental period where the residential premises is rented month-to-month. The landlord testified that the termination notice was sent to the tenant via registered mail and delivered on 27-January-2025. I find that the termination notice is a valid notice.

12. I find that the tenant should have vacated the premises on 30-April-2025.

Decision

13. The landlord's claim for vacant possession of the rented premises succeeds.

Issue # 2: Hearing expenses \$20.00

14. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt (LL#4). In accordance with Section 12-1 of the *Residential Tenancies Policy* filing fees may be claimable costs. As the landlord's claim has been successful, I find that the tenant is responsible for the hearing expenses.

Decision

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

Issue # 3: Security deposit applied against monies owed.

16. Section 14 of the *Residential Tenancies Act, 2018* states:

Security deposit

14. (8) *A security deposit is not an asset of the landlord but is held by the landlord in trust and may be used, retained or disbursed only as provided in this section.*
14. (9) *Not later than 10 days after the tenant vacates the residential premises, the landlord shall return the security deposit to the tenant unless the landlord has a claim for all or part of the security deposit.*
14. (10) *Where a landlord believes he or she has a claim for all or part of the security deposit,*
 14. (a) *the landlord and tenant may enter into a written agreement on the disposition of the security deposit; or*
 14. (b) *the landlord or the tenant may apply to the director under section 42 to determine the disposition of the security deposit.*
14. (11) *Where a tenant makes an application under paragraph (10)(b), the landlord has 10 days from the date the landlord is served with a copy of the tenant's application to make an application to the director under paragraph (10)(b).*

17. The landlord's claim for losses has been successful as per paragraph 16 above and as such, the security deposit shall be partially applied against monies owed.

Decision

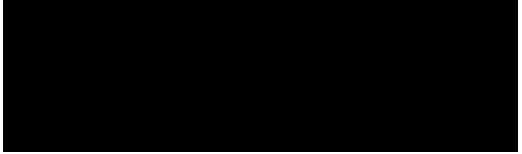
18. The security deposit shall be applied against monies owed.

Summary of Decision

19. The landlord shall retain \$20.00 from the security deposit to cover hearing expenses.
20. The landlord's claim for an *order of vacant possession* succeeds.
21. The tenant shall vacate the property immediately.
22. 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.
23. The landlord will be awarded an Order of Possession.

May 1, 2025

Date


Pamela Pennell, Adjudicator
Residential Tenancies Office