

Residential Tenancies Tribunal

Application 2025-0134-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:15 a.m. on 11-March-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 and I was unable to reach them by telephone at the start of 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 they have been properly served. The landlord submitted an affidavit with their application stating that they have served the tenant with the notice of the hearing via prepaid registered mail, tracking number [REDACTED] on 14-February-2025 (LL#1). 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 their absence.
5. There was a written month-to-month rental agreement that commenced on 1-July-2015. Rent is \$537.00 per month due on the first of each month. A security deposit was not collected.
6. The landlord's representative amended the application to increase the amount of rent from \$2773.54 as per application to \$3687.54 including March rent 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 \$3687.54.
- 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 are the following sections of the *Residential Tenancies Act, 2018*: Section 19: Notice where failure to pay rent, and Section 12-1 of the *Residential Tenancies Policy: 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 11-October-2024 and was served via prepaid registered mail on 12-October, with a termination date of 30-November-2024 (LL#2).

Landlord's Position:

11. The landlord's representative testified that rent has been in arrears since August-2023 and stated that there were no payments made by the tenant after the termination notice was issued. The landlord 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 representative's testimony, as the tenant was not present or represented during the hearing to provide her own testimony. I accept that the tenant was in rent arrears in excess of the 5 days when the termination notice was served. I accept that on the date of termination, 30-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.

14. I find that the tenant should have vacated the property by 30-November-2024.

Decision

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

Issue # 2: Rent paid \$3687.54

Relevant Submission

16. The landlord testified that rent is outstanding in the amount of \$3687.54 including month of March. The landlord submitted a copy of the rental ledger to support their claim, see below:

Trans. Date	Effect Date	Trans. Code	Transaction Description	Debit	Credit	Balance	CR
01/03/2025	01/03/2025	PDEB	Periodic Debit	537.00		3687.54	
06/02/2025	03/02/2025	07	Bank Payment		100.00	3150.54	
01/02/2025	01/02/2025	PDEB	Periodic Debit	537.00		3250.54	
01/01/2025	01/01/2025	PDEB	Periodic Debit	537.00		2713.54	
02/12/2024	27/11/2024	07	Bank Payment		350.00	2176.54	
01/12/2024	01/12/2024	PDEB	Periodic Debit	537.00		2526.54	
01/11/2024	01/11/2024	PDEB	Periodic Debit	537.00		1989.54	
01/10/2024	01/10/2024	PDEB	Periodic Debit	537.00		1452.54	
01/09/2024	01/09/2024	PDEB	Periodic Debit	263.00		915.54	
13/08/2024	08/08/2024	07	Bank Payment		400.00	652.54	
01/08/2024	01/08/2024	PDEB	Periodic Debit	263.00		1052.54	
10/07/2024	05/07/2024	07	Bank Payment		300.00	789.54	
01/07/2024	01/07/2024	PDEB	Periodic Debit	263.00		1089.54	
01/06/2024	01/06/2024	PDEB	Periodic Debit	263.00		826.54	
23/05/2024	17/05/2024	07	Bank Payment		400.00	563.54	

Landlord's Position

17. The landlord's representative stated that rent has not been paid in full and in time since August-2023. She further stated that a rental increase took effect on 1-October-2024, raising the monthly rent from \$263.00 to \$537.00.
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 representative's testimony, as the tenant was not presented to provide her account. The rental ledger is amended to show a daily rate for March as this tribunal does not consider future rent (see below). I find that the tenant is responsible for outstanding rent till 11-March-2025 in the amount of \$2807.69.

Rental Ledger 2025-0134-NL			
Date	Action	Amount	Total
September, 2024		\$915.54	
October 1, 2024	Rent due	\$537.00	\$1,452.54
November 1, 2024	Rent due	\$537.00	\$1,989.54
December 1, 2024	Rent due	\$537.00	\$2,526.54
December 2, 2024		-\$350.00	\$2,176.54
January 1, 2025	Rent due	\$537.00	\$2,713.54
February 1, 2025		-\$100.00	\$2,613.54
March 1-11, 2025	Rent due	\$194.15	\$2,807.69

Daily rate: $\$537 \times 12 \text{ mths} = \6444.00
 $\$6444 / 365 \text{ days} = \17.65 per day

20. The tenant shall pay a daily rate of \$17.65 until such time as the landlord regains possession of the property.

Decision

21. The landlord's claim for rent succeeds in the amount of \$2807.69.

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#3).

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 \$2827.69 as follows:

Rent	\$2807.69
Hearing expenses	\$20.00

Total **\$2827.69**

26. The tenant shall pay a daily rate of rent beginning 12-March-2025 of \$17.65, until such time as the landlord regains possession of the property.

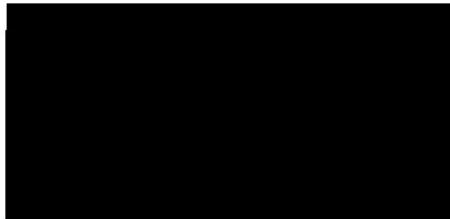
27. The tenant shall vacate the property immediately.

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.

March 11, 2025

Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office