

Residential Tenancies Tribunal

Application 2025-0184-NL

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 9:15 AM on 01 April 2025 via teleconference.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as “the landlords”, participated in the hearing. The respondent, [REDACTED], hereinafter referred to as “the tenant”, was not in attendance.

Issues before the Tribunal

3. The landlords are seeking the following:
 - An order for a payment of rent in the amount of \$2000.00, and
 - An order for vacant possession of the rented premises.

Legislation and Policy

4. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
5. Also relevant and considered in this case is section 19 of the *Residential Tenancies Act, 2018* and rule 29 of *The Rules of the Supreme Court, 1986*.

Preliminary Matters

6. The tenant was not present or represented at the hearing and I was unable to reach him by telephone at the commencement 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 he has been properly served. The

landlords submitted an affidavit with their application stating the tenant was served with the application, by e-mail, on 07 March 2025, and a copy of that e-mail was also submitted with their application. As the tenant was properly served, and as any further delay in these proceedings would unfairly disadvantage the landlords, I proceeded with the hearing in his absence.

7. The landlords amended their application at the hearing and stated that they were now seeking a total claim of rent in the amount of \$3000.00.

Issue 1: Rent - \$3000.00

Relevant Submissions

8. The landlords stated that they had entered into a 1-year, fixed-term lease with the tenant on 01 April 2019, and a copy of that lease was submitted with their application. The current rate of rent is set at \$1000.00 per month, and it is acknowledged in the lease that the tenant had paid a security deposit of \$425.00.
9. With their application, the landlords submitted a copy of their rent records, showing the payments the tenant had made since he moved into the unit. These records show that tenant frequently made multiple payments throughout the course of each month to cover the rent, and in many cases, the rent was never paid in full until several days into the following month.
10. According to these records, the tenant last had a zero-balance on 27 September 2024, but since that date, although he had made approximately another dozen payments to the landlords, he was carrying rental arrears. The landlords stated that the last payment that they had received from the tenant was for \$200.00, on 21 February 2025, but that payment only covered the rent owing for the period ending 31 December 2024.
11. The landlords are seeking an order for a payment of \$3000.00 for the rent that remains owing for January, February, and March 2025.

Analysis

12. I accept the landlords' claim that the tenant has not paid rent as required, and I agree with them that the tenant owes \$3000.00 for the period ending 31 August 2022.
13. As the landlords are also seeking an order for vacant possession of the rented premises, I find that they are entitled to a payment of rent to the date of the hearing and a per diem thereafter.
14. I calculate the amount owing to be \$3000.00 for the period ending 31 March 2025, and the tenant shall pay a daily rate of rent in the amount of \$32.88 until the date the landlords obtain vacant possession of the rented premises

(\$1000.00 per month x 12 months = \$12,000.00 per year ÷ 365 days = \$32.88 per day).

Decision

15. The landlords' claim for a payment of rent succeeds in the amount of \$3000.00.
16. The tenant shall pay a daily rate of rent in the amount of \$32.88, beginning 01 April 2025, and continuing to the date the landlord obtains vacant possession of the rented premises.

Issue 2: Vacant Possession of Rented Premises

Relevant Submissions

17. The landlords stated that on 03 February 2025, they sent the tenant a termination notice, by e-mail, and a copy of that notice was submitted with their application. That notice was issued under section 19 of the *Residential Tenancies Act, 2018* and it had an effective termination date of 28 February 2025.
18. The landlords stated that the tenant has not moved out, as required, and they are seeking an order for vacant possession of the rented premises

Analysis

19. 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.

(2) Notwithstanding subsection (1), where the tenant pays the full amount of the overdue rent, including a fee under section 15, before the date specified in the notice under paragraph (1)(a) or (b), the rental agreement is not terminated and the tenant is not required to vacate the residential premises.

20. According to the landlords' rent records, on 03 February 2025, the day that the notice was issued, the tenant was in arrears in the amount of \$2600.00 and had been in arrears since 02 October 2024. Although the landlords received 2 payments from the tenant in February 2025, totalling \$600.00, those payments were not made before the termination date set out in the notice, and, in any case, they did not reduce the balance owing to zero.
21. As the notice meets all the requirements set out in this section of the *Act*, and as it was properly served, it is valid.

Decision

22. The landlords' claim for an order for vacant possession of the rented premises succeeds.
23. The tenant shall pay to the landlords any costs charged to the landlords by the Office of the High Sheriff should the landlords be required to have the Sheriff enforce the attached Order of Possession.

Issue 3: Security Deposit

24. The landlords testified that the tenant had paid a security deposit of \$425.00 on 30 March 2019, and receipt of that deposit is acknowledged in the submitted lease. As the landlords' claim has been successful, they shall retain that deposit as outlined in this decision and attached order.

Summary of Decision

25. The landlords are entitled to the following:
- A payment of \$739.60, determined as follows:
 - a) Rent Owing\$3000.00
 - b) LESS: Security Deposit..... (\$425.00)
 - c) Total.....\$2575.00
 - An order for vacant possession of the rented premises,

- A payment of a daily rate of rent in the amount of \$32.88, beginning 01 April 2025 and continuing to the date the landlord obtains possession of the rental unit,
- The tenant shall also pay to the landlords any costs charged to the landlords by the Office of the High Sheriff should the landlords be required to have the Sheriff enforce the attached Order of Possession.

03 April 2025

Date



John R. Cook
Residential Tenancies Tribunal