

Residential Tenancies Tribunal

Application 2025-0197-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:57 p.m. on 15-April-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 him 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 the notice of 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 landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing personally at the residential premises on 26-March-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 his absence.
5. There is a written month-to-month rental agreement that commenced on 25-May-2016. Rent is \$386.00 per month, due on the first day of each month. A security deposit was never paid.
6. The landlord increased *rent paid* from \$8310.00 as per the application to \$8696.00. Also, the landlord is seeking hearing expenses.

Issues before the Tribunal

7. The landlord is seeking:
 - An Order for vacant possession of rented premises
 - Rent paid \$8696.00
 - 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. Relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 19: Notice where failure to pay rent. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Policy*: Section 12-1: Recovery of costs.

Item # 1: Vacant Possession of the Rented Premises

Relevant Submission

10. The landlord submitted a copy of a termination notice given on a *Landlord's Notice to Terminate Early – Cause* form under Section 19: Notice where failure to pay rent. The notice is signed and dated for 17-January-2025, with a termination date of 19-February-2025 (LL#2).

Landlord's Position

11. The landlord's representative testified that rent is in arrears dating back to May 2022 and she stated that they are seeking vacant possession.

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. The tenant was in rent arrears in excess of 5 days when the termination notice was served. On the date of termination, 19-February-2025 the tenant was still in arrears. I asked the landlord how the termination notice was served and she responded that it was delivered personally and left on the door in an envelope on 17-January. 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 premises on 17-February-2025.

Decision

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

Item # 2: Rent Paid \$8696.00

Relevant Submission

16. The landlord's representative testified that rent is outstanding in the amount of \$8696.00 and they submitted a rental ledger to support the claim (LL#3). See breakdown of rental ledger below:

Rental Ledger 2025-0197-NL			
Date	Action	Amount	Total
December 31, 2024	Balance		\$7,152.00
January 1, 2025	Rent due	\$386.00	\$7,538.00
February 1, 2025	Rent due	\$386.00	\$7,924.00
March 1, 2025	Rent due	\$386.00	\$8,310.00
April 1, 2025	Rent due	\$386.00	\$8,696.00

Landlord's Position

17. The landlord's representative testified that rent has been in arrears dating back to May 2022 and the current outstanding balance including the month of April is \$8696.00. The landlord's representative stated that they are 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 by a tenant(s) during the use or occupancy of a residential premises. I accept the landlord's testimony and rental ledger which shows that rent is currently outstanding. The rental ledger is amended to show a daily rate for April as this tribunal does not consider future rent (see below).

Rental Ledger 2025-0197-NL			
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February 1, 2025	Rent due	\$386.00	\$7,924.00
March 1, 2025	Rent due	\$386.00	\$8,310.00
April 1-15, 2025	Rent due (15 days)	\$190.35	\$8,500.35

Daily rate: \$386 x 12 mths = \$4632
\$4632 / 365 days = \$12.69 per day

19. I find that rent is outstanding for the period of 2-May-2022 to 15-April-2025 in the amount of \$8500.35.

20. The tenant shall pay a daily rate of \$12.69 effective 16-April-2025, until such time as the landlord regains possession of the property.

Decision

21. The landlord's claim for *rent paid* succeeds in the amount of \$8500.35.

Issue # 2: Hearing expenses \$20.00

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

Decision

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

Summary of Decision

24. The tenant shall pay the landlord \$8520.35 as follows:

Rent paid	\$8500.35
Hearing expenses	20.00
Total	\$8520.35

25. The tenant shall pay a daily rate of rent beginning 16-April-2025 of \$12.69, until such time as the landlord regains possession of the property.

26. The tenant shall vacate the property immediately.

27. 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.

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

April 16, 2025

Date

Pamela Pennell, Adjudicator
Residential Tenancies Office