

Residential Tenancies Tribunal

Application 2025-0216-NL

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 9:14 AM on 23 April 2025 via teleconference.
2. The applicant, [REDACTED], was represented at the hearing by [REDACTED], hereinafter referred to as "the landlord", and [REDACTED]. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as "the tenants", did not participate.

Issues before the Tribunal

3. The landlord is seeking 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 tenants were not present or represented at the hearing and I was unable to reach them by telephone. 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 respondents' absence.

so long as they have been properly served. The landlord submitted an affidavit with her application stating she had served the tenants by giving a copy of the application to [REDACTED] mother, [REDACTED], who also lives at the rented premises, on 08 April 2025. As the tenants were properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in their absence.

Issue 1: Vacant Possession of Rented Premises

Relevant Submissions

7. The landlord stated that she had entered into a monthly rental agreement with the tenants on 02 June 2014, and a copy of that written agreement was submitted with her application. The current rent is set at \$1591.00.
8. With her application, the landlord submitted a copy of her rent records showing the payments the tenants had made since they had moved into the unit. These records also show the rent abatements the landlord had been applying to the monthly rental amounts when the tenants' income fell below a certain level.
9. Despite receiving numerous abatements, the landlord's records show that the tenants have been carrying rental arrears since 2017. Those arrears have gradually increased and by May 2024, the tenants owed over \$11,000.00. The landlord pointed out that she has received no payments from the tenants since 22 May 2024, and as of the date of the hearing, they now owe a total of \$27,126.00.
10. As the tenants had stopped paying rent, the landlord stated that she had issued the tenants a termination notice on 28 February 2025, by placing it in their mailbox, and a copy of that notice was submitted with her application. That notice was issued under section 19 of the *Residential Tenancies Act, 2018* and it had an effective termination date of 31 March 2025.
11. The tenants have not moved out, as required, and the landlord is seeking an order for vacant possession of the rented 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.

(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.

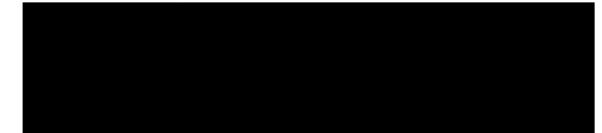
13. According to the landlord's records, the tenants were in rental arrears in the amount of \$23,944.00 when the notice was issued, and they had been in arrears since 2017. No payments were made after the notice was issued, and since then the rent for March and April 2025 has also come due.
14. As the notice meets all the requirements set out in this section of the Act and as it was properly served, the notice is valid.

Decision

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

25 April 2025

Date


John R. Cook
Residential Tenancies Tribunal