

Residential Tenancies Tribunal

Application 2025-0220-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 2:00 p.m. on 29-May-2025.
2. The applicant, [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.
5. 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-April-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.
6. There was a verbal month-to-month rental agreement that commenced on 1-November-2024. Rent is \$850.00 per month due on the first of each month. A security deposit of \$637.00 was collected on 19-October-2024 and is still in the landlord’s possession.

Issues before the Tribunal

7. The landlord is seeking:
 - An Order for Vacant Possession of the rented premises.

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 is the following section of the *Residential Tenancies Act, 2018*: Section 19: Notice where failure to pay rent.

Issue # 1: Vacant Possession of the Rented Premises

Relevant Submissions:

10. The landlord submitted a copy of the termination notice under Section 19: Notice where failure to pay rent. The notice is signed and dated 25-February-2025 and was served electronically via text on 25-February, with a termination date of 8-March (LL#2).

Landlord's Position:

11. The landlord testified that rent has been in arrears since February-2024 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 testimony, as the tenant was not present or represented during the hearing to provide their 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, 8-March 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 8-March-2025.

Decision

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

Summary of Decision

16. The tenant shall vacate the property immediately.

17. 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.

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

June 2, 2025

Date

Oksana Tkachuk, Adjudicator
Residential Tenancies Office