

Residential Tenancies Tribunal

Application 2025-0246-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 23-April-2025 at 9:02 am.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, also attended via teleconference.

Preliminary Matters

4. The tenant confirmed that they received notice of the claim more than ten days in advance of the hearing date.

Issues before the Tribunal

5. Should the landlord's claim for unpaid rent succeed?
6. Should the landlord's claim for an order of vacant possession succeed?

Legislation and Policy

7. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act*, 2018 (the *Act*).
8. Also considered and referred to in this decision are sections 19(1), 19(4), and 34 of the *Act*, as follows:

Notice where failure to pay rent

19. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b),

(a) where the residential premises is rented from week to week and the amount of rent payable by a tenant is overdue for 3 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 3 days after the notice is served on the tenant; and

(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.

Requirements for notices

34. A notice under this Act shall

(a) be in writing in the form prescribed by the minister;

(b) contain the name and address of the recipient;

(c) identify the residential premises for which the notice is given; and

(d) state the section of this Act under which the notice is given.

Issue 1: Unpaid Rent

9. The landlord claims for unpaid rent at the full monthly rate of \$725/month for the month of March 2025, as well as pro-rated rent for the month of April to the hearing date. A rental ledger (LL#1) was provided in support of this. The landlord testified that he has received no rent since he purchased the property from the previous landlord in February 2025. He acknowledged that the tenant offered to pay partial rent in the amount of \$600.00 but he was disinclined to accept payment in parts.
10. The tenant did not dispute that she owed rent and apologized for the lapse.
11. There being no dispute on the evidence that the tenants owe rent, I find in favor of the landlord.

12. A daily rate must be calculated. The correct formula for determining a daily rate is found by multiplying the monthly rate by the 12 months of the year and dividing by its 365 days. In this case, the daily rate is $\$725.00 \times (12 \text{ months} / 365 \text{ days}) = \sim \$23.84/\text{day}$. Calculated to the date of the hearing, the total rent owing for April is therefore \$548.22, and the total rent owing as of the date of the hearing is \$1273.22.

Issue 2: Vacant Possession

13. To succeed in a claim for an order for vacant possession, a landlord must have issued a valid termination notice. To be valid, a termination notice must comply with all relevant sections of the *Act*.
14. The landlord submitted a document labelled LL#2, a termination notice. This notice is in writing in the form prescribed by the minister. It contains the name and address of the recipients. It identifies the residential premises which it regards. It states that it has been issued under s. 19 of the *Act*. It therefore complies with s. 34 of the *Act*.
15. The notice was signed by the landlord. It states the date on which the rental agreement was to terminate. The landlord testified that it was served on the tenants electronically, in accordance with s. 35(2)(f) of the *Act* as well as being placed in the tenant's mailbox under s.35(2)(d). It therefore complies with s. 19(4).
16. The notice is dated and was served on 14-March-2025, at which point rent was overdue by more than 5 days. It provides a move out date of 25-March-2025, which is not less than 10 days after it was served. It therefore complies with s. 19(2) of the *Act*.

Decision

17. The landlord's claim for unpaid rent succeeds in the amount of \$1273.22.
18. The valid termination notice gave a move out date of 25-March-2025. The tenancy agreement ended on that date. Insofar as the tenant still occupies the premises, they are doing so illegally. The landlord's application for an order of vacant possession succeeds.
19. The tenants shall continue to pay rent at the daily rate of \$23.84/day for each day they remain in the premises after 23-April-2025.
20. The landlord was successful in their application and therefore may seek to be reimbursed for their reasonable hearing expenses. They seek only the \$20.00 application fee, which is granted.

Summary of Decision

21. The tenant shall vacate the premises immediately.
22. The tenant shall pay to the landlord any costs charged to the landlord, by the Office of the High Sherriff, should the landlord be required to have the Sheriff enforce the attached Order of Possession.

23. The tenant shall continue to pay rent at the daily rate of \$23.84/day for each day they remain in the premises after 23-April-2025.

24. The tenants shall pay to the landlord \$1273.22 as follows:

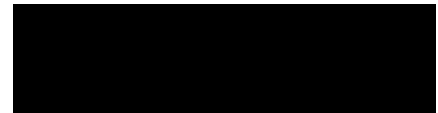
Unpaid Rent.....\$1273.22

Hearing Expenses.....\$20.00

Total.....\$1293.22

6-May-2025

Date



Seren Cahill
Residential Tenancies Office