

Residential Tenancies Tribunal

Application 2025-0262-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 2:00 p.m. on 22-April-2025.
2. The applicant, [REDACTED], represented by [REDACTED], hereinafter referred to as “the landlord” and [REDACTED] as supportive person, 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 2-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 written month-to-month rental agreement that commenced on 24-February-2022. Rent is \$263.00 per month due on the first of each month. A security deposit was not collected.
7. The landlord’s representative amended the application to increase the amount of rent from \$2894.09 as per application to \$3157.00 including April rent and to include hearing expenses of \$20.00.

Issues before the Tribunal

8. The landlord is seeking:

- An Order for Vacant Possession of the rented premises.
- Rent paid \$3157.09.
- Hearing expenses \$20.00.

Legislation and Policy

9. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.

10. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 19: Notice where failure to pay rent, and Section 12-1 of the *Residential Tenancies Policy*: Costs.

Issue # 1: Vacant Possession of the Rented Premises

Relevant Submissions:

11. The landlord submitted a copy of termination notice under Section 19: Notice where failure to pay rent. The notice is signed and dated 26-February-2025 and was served via prepaid registered mail on 26-February, with a termination date of 14-March (LL#2).

Landlord's Position:

12. The landlord's representative testified that rent has been in arrears since May-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

13. 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.

14. I accept the landlord's representative'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, 14-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.

15. I find that the tenant should have vacated the property by 14-March-2025.

Decision

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

Issue # 2: Rent paid \$3157.09

Relevant Submission

17. The landlord testified that rent is outstanding in the amount of \$3157.09 including month of March. The landlord submitted a copy of the rental ledger to support their claim, see below:

Date	Transaction Description	Debit	Credit	Balance
	Opening balance			1.09
01-MAY-24	Periodic Debit	263.00		264.09
01-JUN-24	Periodic Debit	263.00		527.09
01-JUL-24	Periodic Debit	263.00		790.09
01-AUG-24	Periodic Debit	263.00		1053.09
01-SEP-24	Periodic Debit	263.00		1316.09
01-OCT-24	Periodic Debit	263.00		1579.09
01-NOV-24	Periodic Debit	263.00		1842.09
01-DEC-24	Periodic Debit	263.00		2105.09
01-JAN-25	Periodic Debit	263.00		2368.09
01-FEB-25	Periodic Debit	263.00		2631.09
01-MAR-25	Periodic Debit	263.00		2894.09
01-APR-25	Periodic Debit	263.00		3157.09

Landlord's Position

18. The landlord's representative stated that rent has not been paid since May-2024. He further explained that income support stopped paying tenant's rent in April-2024 and since that time the tenant did not pay his rent. The landlord is seeking rent to be paid in full.

Analysis

19. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid under a rental agreement by a tenant during the use or occupancy of a residential premises.

20. I accept the landlord's representative's testimony, as the tenant was not present to provide his account. The rental ledger is amended to show a daily rate for April-2025 as this tribunal

does not consider future rent (see below). I find that the tenant is responsible for outstanding rent till 22-April-2025 in the amount of \$3084.17.

Rental Ledger 2025-0262-NL			
Date	Action	Amount	Total
December 31, 2024	Balance		\$2,105.09
January 1, 2025	Rent due	\$263.00	\$2,368.09
February 1, 2025	Rent due	\$263.00	\$2,631.09
March 1, 2025	Rent due	\$263.00	\$2,894.09
April 1-22, 2025	Rent due	\$190.08	\$3,084.17
			\$3,084.17

Daily rate: $\$263 \times 12 \text{ mths} = \3156.00
 $\$3156 / 365 \text{ days} = \8.64 per day

21. The tenant shall pay a daily rate of \$8.64 until such time as the landlord regains possession of the property.

Decision

22. The landlord's claim for rent succeeds in the amount of \$3084.17.

Issue # 3: Hearing expenses \$20.00.

Relevant Submission

23. The landlord paid \$20.00 for the application fee and is seeking reimbursement. The landlord submitted a copy of the receipt to support the claim (LL#3).

Analysis

24. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual*: Costs, and as the landlord's claim was successful as per paragraphs 16 and 22, the landlord will be awarded with \$20.00 filing fee.

Decision

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

Summary of Decision

26. The tenant shall pay to the landlord \$3104.17 as follows:

Rent	\$3084.17
Hearing expenses.....	\$20.00

Total..... \$3104.17

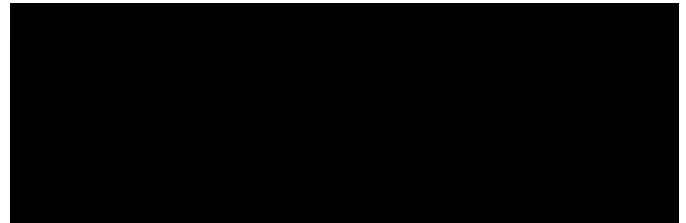
27. The tenant shall pay a daily rate of rent beginning 23-April-2025 of \$8.64, until such time as the landlord regains possession of the property.

28. The tenant shall vacate the property immediately.

29. 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.

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

April 28, 2025
Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office