

## **Residential Tenancies Tribunal**

Application 2025-0269-NL

Pamela Pennell  
Adjudicator

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### **Introduction**

1. Hearing was called at 1:59 p.m. on 1-May-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 her 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 she 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 19-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 her absence.
5. There was a written month-to-month rental agreement which commenced on 4-December-2024. Rent is \$1100.00 per month due on the first day of each month and a security deposit of \$825.00 was paid on 4-December-2024 and is in the landlord’s possession.
6. The landlord amended the application to increase *rent paid* from \$1100.00 as per the application to \$3300.00 and to seek *hearing expenses*.

### **Issues before the Tribunal**

7. The landlord is seeking:

- Vacant possession of rented premises
- Rent paid \$3300.00
- Hearing expenses \$20.00
- Security deposit applied against monies owed \$825.00

## 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. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 14: Security deposit and 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.

### Issue # 1: Vacant Possession of 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 11-March-2025, with a termination date of 22-March-2025 (LL#2).

#### Landlord's Position

11. The landlord's representative testified that rent is in arrears dating back to March 2025 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**

- rented from month to month,**
- rented for a fixed term, or**
- 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**

- 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 the 5 days when the termination notice was served. On the date of termination, 22-March-2025 the tenant was still in arrears. I asked the landlord's representative how the termination notice was served and she responded that it was delivered personally and posted to the door on 11-March. 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 22-March-2025.

## Decision

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

### Issue # 2: Rent paid \$3300.00

#### Relevant Submission

16. The landlord testified that rent is outstanding in the amount of \$3300.00 and she submitted a rental ledger to support the claim (LL#3). See breakdown of rental ledger below:

Rental Ledger 2025-0269-NL			
Date	Action	Amount	Total
February 28, 2025	Balance		\$0.00
March 1, 2025	Rent due	\$1,100.00	\$1,100.00
April 1, 2025	Rent due	\$1,100.00	\$2,200.00
May 1, 2025	Rent due	\$1,100.00	\$3,300.00

#### Landlord's Position

17. The landlord's representative testified that rent is in arrears for the months of March, April and May and a termination notice was given on 11-March-2025 to vacate the unit on 22-March under Section 19 of the Act. The landlord is 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 that rent is currently outstanding since March 2025. The rental ledger is amended to show a daily rate for May as this tribunal does not consider future rent (see below).

Amended Rental Ledger 2025-0269-NL			
Date	Action	Amount	Total
February 28, 2025	Balance		\$0.00
March 1, 2025	Rent due	\$1,100.00	\$1,100.00
April 1, 2025	Rent due	\$1,100.00	\$2,200.00
May 1, 2025	Rent due (1 day)	\$36.16	\$2,236.16

Daily rate: \$1100 x 12 mths = \$13200  
\$13200 / 365 days = \$36.16 per day

19. I find that rent is outstanding for the period of 1-March-2025 to 1-May-2025 in the amount of \$2236.16.
20. The tenant shall pay a daily rate of \$36.16 effective 2-May-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 \$2236.16.

### **Issue # 3: Hearing expenses \$20.00**

22. The landlord 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 Manual*, 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.

### **Issue # 4: Security deposit applied against monies owed \$825.00**

### **Analysis**

24. Section 14 of the *Residential Tenancies Act, 2018* deals with security deposits, and the relevant subsections state:

#### **Security deposit**

14. (8) A security deposit is not an asset of the landlord but is held by the landlord in trust and may be used, retained or disbursed only as provided in this section.
- (9) Not later than 10 days after the tenant vacates the residential premises, the landlord shall return the security deposit to the tenant unless the landlord has a claim for all or part of the security deposit.
- (10) Where a landlord believes he or she has a claim for all or part of the security deposit,
  - (a) the landlord and tenant may enter into a written agreement on the disposition of the security deposit; or
  - (b) the landlord or the tenant may apply to the director under section 42 to determine the disposition of the security deposit.
- (11) Where a tenant makes an application under paragraph (10)(b), the landlord has 10 days from the date the landlord is served with a copy of the tenant's application to make an application to the director under paragraph (10)(b).
- (12) A landlord who does not make an application in accordance with subsection (11)

shall return the security deposit to the tenant.

25. The landlord's claim for losses has been successful as per paragraphs 21 and 23 above and as such the security deposit shall be applied against monies owed. Pursuant to the *Residential Tenancies Act, 2018* the landlord must pay interest on a security deposit to a tenant for the entire period that the landlord has had the security deposit. The interest is calculated as simple interest and is not compounded. The annual interest rate for 2024-2025 is 1%.

### **Decision**

26. The landlord's claim to have the security deposit applied against monies owed succeeds.

### **Summary of Decision**

27. The tenant shall pay the landlord \$1427.77 as follows:

Rent paid .....	\$2236.16
Hearing expenses .....	20.00
<b>Less security deposit &amp; interest.....</b>	<b>828.39</b>
 Total .....	 \$1427.77

28. The tenant shall pay a daily rate of rent beginning 2-May-2025 of \$36.16, until such time as the landlord regains possession of the property.

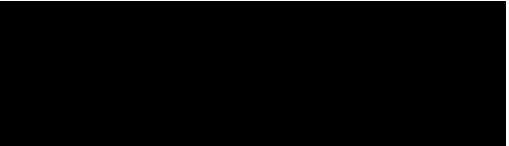
29. The tenant shall vacate the property immediately.

30. 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.

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

May 2, 2025

Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office