

## Residential Tenancies Tribunal

Application 2025-0393-NL

Oksana Tkachuk  
Adjudicator

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### Introduction

1. Hearing was called at 2:00 p.m. on 4-June-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 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 email to [REDACTED] on 20-May-2025 (LL#1) and submitted a proof of sent email. The landlord's representative testified that the tenant provided them with the email address, and they used this email address during the tenancy. 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 28-July-2023. Rent is \$710.00 per month due on the first of each month. A security deposit of \$300.00 was collected at the beginning of the tenancy and is still in the landlord's possession.
7. The landlord's representative amended the application to increase the amount of rent from \$620.00 as per application to \$2040.00 including June rent.

## Issues before the Tribunal

8. The landlord is seeking:

- An Order for Vacant Possession of the rented premises.
- Rent paid \$2040.00.
- Other expenses \$20.00
- Security deposit to be applied against any monies owed \$300.00.

## 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 14: Security Deposit, Section 19: Notice where failure to pay rent, and following sections of the *Residential Tenancies Policy* Section 7-1: Notice of termination and Section 12-1: Costs.

### Issue # 1: Vacant Possession of the Rented Premises

#### Relevant Submissions:

11. The landlord submitted five copies of termination notices under Section 19: Notice where failure to pay rent (LL#2). The landlord's representative testified that notices were served electronically on same date they were signed and dated as follows:

- 15-May-2024, with a termination date of 27-May-2024;
- 4-November-2024, with a termination date of 18-November-2024;
- 17-January-2025, with a termination date of 28-January-2025;
- 24-March-2025, with a termination date of 4-April-2025;
- 7-April-2025, with a termination date of 18-April-2025.

#### Landlord's Position:

12. The landlord's representative testified that rent has not been paid in time on multiple occasions and remains in arrears since April-2025. The landlord's representative stated that there were no payments made by the tenant after the latest 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. Section 7-1 of the *Policy*: termination by more than 1 notice states, that *If a termination notice is already in place and a second notice is issued by the same person whereby the termination date is later than that specified in the first notice, then the person issuing the second notice has thereby indicated that they are intending the tenancy to be extended to the date set out in the second notice.* For those reason the last termination notice will be analyzed for the purpose of this decision.

15. 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 latest termination notice was served on 7-April-2025. I accept that on the date of termination, 18-April-2025 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.

16. I find that the tenant should have vacated the property by 18-April-2025.

## **Decision**

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

### **Issue # 2: Rent paid \$2040.00**

#### Relevant Submission

18. The landlord's representative testified that rent is outstanding in the amount of \$2040.00 including month of June. The landlord submitted a copy of the rental ledger to support their claim, see below:

December 1, 2024	710.00			710.00		
January 1, 2025	710.00	January 21, 2025	1,500.00	(80.00)	Jan 17/25 for Jan 28/25	Jan 21/25
February 1, 2025	710.00			630.00		
March 1, 2025	710.00	March 20, 2025	1,330.00	10.00	March 24/25 for Apr 4/25	
April 1, 2025	710.00	April 8, 2025	100.00	620.00	April 7/25 for April 18/25	
May 1, 2025	710.00			1,330.00		
June 1, 2025	710.00			2,040.00		
TOTAL	16,330.00		13,580.00	<b>2,040.00</b>		
		BALANCE @ May 31, 2025		2,040.00		

#### Landlord's Position

19. The landlord's representative stated that rent has not been paid since April-2025. The landlord is seeking rent to be paid in full.

## Analysis

20. 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.

21. 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 June-2025 as this tribunal does not consider future rent (see below). I find that the tenant is responsible for outstanding rent till 4-June-2025 in the amount of \$1423.36.

Rental Ledger 2025-0393-NL			
Date	Action	Amount	Total
January 31, 2025		Balance	-\$80.00
February 1, 2025	Rent due	\$710.00	\$630.00
March 1, 2025	Rent due	\$710.00	\$1,340.00
March 20, 2025		Payment	-\$1,330.00
April 1, 2025	Rent due	\$710.00	\$720.00
April 8, 2025		Payment	-\$100.00
May 1, 2025	Rent due	\$710.00	\$1,330.00
June 1-4, 2025	Rent due	\$93.36	\$1,423.36
			\$1,423.36

Daily rate: \$710 x 12 mths = \$8520.00  
\$8520 / 365 days = \$23.34 per day

22. The tenant shall pay a daily rate of \$23.34 until such time as the landlord regains possession of the property.

## Decision

23. The landlord's claim for rent succeeds in the amount of \$1423.36.

## **Issue # 3: Other expenses \$20.00.**

### Relevant Submission

24. 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

25. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual*: Costs, and as the landlord's claim was successful as per paragraphs 17 and 23, the landlord will be awarded with \$20.00 filing fee.

## Decision

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

## **Issue # 4: Security deposit to be applied against any monies owed \$300.00**

## Analysis

27. Section 14 of the *Residential Tenancies Act, 2018* states:

### ***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).*

28. The landlord's claim for losses has been successful as per paragraphs 17, 23 and 26 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 interest in 2023 was 0%, the annual interest in 2024-2025 is 1%.

## **Decision**

29. The landlord's claim for security deposit plus interest to be applied against monies owed succeeds.

## **Summary of Decision**

30. The tenant shall pay the landlord \$1139.08 as follows:

Rent.....	\$1423.36
Other expenses .....	\$20.00
<b>Less Security Deposit &amp; interest ....</b>	<b>\$304.28</b>
 Total .....	 \$1139.08

31. The tenant shall pay a daily rate of rent beginning 5-June-2025 of \$23.34, until such time as the landlord regains possession of the property.

32. The tenant shall vacate the property immediately.

33. 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.

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

June 9, 2025

Date

Oksana Tkachuk, Adjudicator  
Residential Tenancies Office