

Residential Tenancies Tribunal

Application 2025-0406-NL

Michael Reddy
Adjudicator

Introduction

1. Hearing was called at 2:00 PM on 8 July 2025.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, was represented by [REDACTED], who attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, did not attend and was not represented.

Preliminary Matters

4. The tenant was not present or represented at the hearing and I was unable to reach him by telephone as no telephone contact information was available to me 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 he/she has been properly served. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of the hearing via prepaid registered mail, tracking # [REDACTED] on 17-June-2025 (L#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 his absence.
5. There was a written monthly rental agreement (L#2) which commenced on 1 September 2023. Rent is set at \$680.00 per month, due on the 1st of each month. There was a security deposit of \$300.00 collected on the tenancy on 22 August 2023 and still in possession of the landlord.

6. The landlord amended the application and was seeking rental arrears in the amount of \$832.00.

Issues before the Tribunal

7. The landlord is seeking:
 - Vacant Possession of the Rental Premises;
 - Rent paid in the amount of \$832.00;
 - Security deposit to be applied against monies owing; and
 - Hearing expenses of \$20.00

Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in Sections 46 and 47 of the *Residential Tenancies Act (the Act)*, 2018.
9. Also, relevant and considered in this decision are the following Sections of the *Act*: Section 14: *Security Deposits*, Section 19: *Notice where failure to pay rent* and sections of the Residential Tenancies Policy: *Section 2-4, Deposits, Payments and Fees and 11-002, Hearing General Information*.

Issue 1: Vacant Possession of the Rental Premises

Relevant Submission

10. The landlord submitted a copy of a termination notice (L#3) signed 6-March-25 and issued to the tenant under Section 19: *Notice where failure to pay rent* on 1-April-25 with a termination date of 14-April-25. Along with the application, the landlord supplied a copy of pictorial evidence (L#3) of service of this termination notice as the notice was placed on the door of the rental premises.

Landlord Position

11. The landlord stated the rent has been in arrears since December 2024 and the tenant was served on 1-April-25. The landlord is seeking vacant possession of the rental premises.

Analysis

12. The notice was served under Section 19 of the Residential Tenancies Act, 2018, which 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.

13. I accept the landlord's testimony, as the tenant was not present or represented during the hearing to provide his own testimony. I accept that on the date the termination notice was issued to the tenant, rent was overdue for more than 5 days, and the tenant remained in rental arrears on the termination date of 14-April-25.

14. In accordance with Section 19 of the *Act*, the termination notice submitted by the landlord provided the tenant with not less than 10 days from the date the notice was served to vacate the premises. The notice met all requirements of Section 19(4) as outlined above and was served on the tenant in compliance with Section 35(2)(d). The termination notice issued on 1-April-25 meets the requirements of the *Act* and is a valid notice.

15. I find that the tenant should have vacated the property by 14-April-25.

Decision

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

Issue 2: Rent paid

Landlord's Position

17. The landlord testified rental arrears being sought were up to and including July 2025. The landlord testified that rent was \$680.00 per month, and stated the tenant received \$268.00 per month for the Canadian Housing Benefit and the tenant was responsible to pay the remaining \$412.00 per month. Since January 2025, the landlord testified the tenant has not paid his share of monthly rent. The landlord testified that they are seeking \$832.00 in rental arrears.

Analysis

18. Rent is required to be paid under a rental agreement by a tenant during the use or occupancy of a residential premises. Non-payment of rent is a violation of the rental agreement. I accept the landlord's testimony that the rental arrears have been accumulating since December 2024, as the tenant was not present or represented during the hearing to provide his own testimony. As indicated herein, the landlord was seeking rental arrears up to and including July 2025.
19. \$412.00 per month x 7 months equals \$2,884.00 in rental arrears. As this tribunal does not award compensation beyond the amount claimed, the landlord is awarded \$832.00.

Decision

20. The landlord's claim for rental arrears succeeds in the amount of \$832.00.

Issue 3: Security Deposit

Landlord's Position

21. The landlord is seeking to retain the security deposit of \$300.00. Along with the application, the landlord supplied a receipt for the security deposit payment (L#5) in this amount dated 22 August 2023.

Analysis

22. Pursuant to Section 14 of the *Residential Tenancies Act, 2018* the landlord must pay interest on a security deposit to the tenant for the entire period that the landlord has had the security deposit. As the landlord's claim for compensation has succeeded, the security deposit plus applicable interest at the rate prescribed by the *Security Deposit Interest Calculator* shall be applied against the monies owed (\$300.00 + \$4.56) and reveals the landlord shall retain \$304.56.

Issue 4: Hearing Expenses \$20.00

Landlord's Position

23. The landlord provided a receipt (L#6) demonstrating payment of a \$20.00 application fee and is seeking reimbursement.

Analysis

24. In accordance with Section 12-1 of the Residential Tenancies Policy Manual, filing fees can be claimable costs. As the landlord's claim has been successful, I find that the tenant is responsible for the hearing expenses.

Decision

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

Summary of Decision

26. The tenant shall vacate the property immediately.

27. The tenant shall pay to the landlord \$547.44 determined as follows:

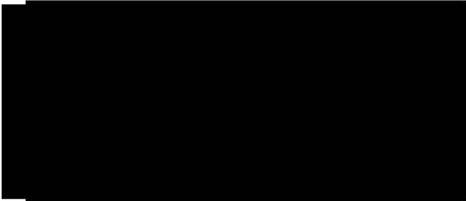
Rental arrears.....	\$832.00
Less Security deposit plus interest.....	\$304.56
Hearing expenses.....	\$20.00
Total.....	<u>\$547.44</u>

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

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.

25 August 2025

Date



Michael Reddy, Adjudicator
Residential Tenancies Office