

Residential Tenancies Tribunal

Application 2025-0460-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:15 a.m. on 21-July-2025.
2. The applicant, [REDACTED], hereinafter referred to as "the landlord" was represented by [REDACTED] and [REDACTED], who 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 had served the tenant with the notice of hearing via prepaid registered mail tracking [REDACTED] on 18-June-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 verbal month-to-month rental agreement which commenced on 16-January-2025. Rent is \$1100.00 per month due on 1st of each month. A security deposit was not collected.
7. The landlord's representative amended their application to increase rent from \$2200.00 as per their application to \$3300.00 including rent for the month of July and to increase late fees from 15.50 as per their application to \$75.00, and to include hearing expenses of \$38.12.

Issues before the Tribunal

8. The landlord is seeking:

- An Order for Vacant Possession of the rented premises;
- Rent paid \$3300.00;
- Late fees \$75.00;
- Hearing expenses \$38.12;

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 following sections of the *Residential Tenancies Policy* Section 2-4; Deposits, Payments and Fees and Section 12-1: 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* (LL#2). The notice was issued on 13-May-2025 with a termination date of 26-May-2025. The landlord's representative testified that notice was served by sticking it to the front door of the unit on 14-May-2025.

Landlord's Position:

12. The landlord's representative testified that rent has not been paid in May, therefore they issued a termination notice. The landlord's representative testified 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 testimony of the landlord's representatives that the rent was not paid in May, as the tenant was not present or represented during the hearing to provide their testimony. I also accept their testimony that the termination notice was issued on 13-May-2025 and that it was properly served on 14-May via sticking it on the tenant's door, and that the tenant did not make any payments after the termination notice was issued.
15. Based on the evidence and testimony presented, I find that the termination notice issued by the landlord is valid. I accept that the tenant was in rent arrears in excess of the 5 days when the termination notice was issued on 13-May-2025. I accept that on the date of termination, 26-May-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 26-May-2025.

Decision

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

Issue # 2: Rent paid \$3300.00 Late fees\$75.00

18. The landlord is seeking rent in the amount of \$3300.00 for May, June and July and late fees of \$75.00. The landlord submitted a copy of the rental ledger to support their claim, see below:

5/1/2025	5/2025	C-4827798	lrent_res - Lease Rent Residential	1,100.00	0.00	0.00	1,100.00	0.00	1,100.00
5/9/2025	5/2025	C-4832472	oth_late - Late Fees	19.00	0.00	0.00	19.00	0.00	1,119.00
5/12/2025	5/2025	C-4832739	oth_late - Late Fees	6.00	0.00	0.00	6.00	0.00	1,125.00
5/27/2025	5/2025	C-4850348	oth_late - Late Fees	30.00	0.00	0.00	30.00	0.00	1,155.00
6/1/2025	6/2025	C-4852713	lrent_res - Lease Rent Residential	1,100.00	0.00	0.00	1,100.00	0.00	2,255.00
6/13/2025	6/2025	C-4859689	oth_late - Late Fees (MAX)	20.00	0.00	0.00	20.00	0.00	2,275.00
7/1/2025	7/2025	C-4862743	lrent_res - Lease Rent Residential	1,100.00	0.00	0.00	1,100.00	0.00	3,375.00

Landlord's Position:

19. The landlord testified that the tenant did not paid rent since May. The landlord is seeking rent to be paid in full.

Analysis

20. *Residential Tenancies Policy 2-4; Deposits, Payments and Fees* states:

Late payment fee:

When rent is not paid on time, a landlord may charge a late fee of \$5.00 for the first day rent is in arrears and \$2.00 for each additional day that the rent remains in arrears in any consecutive number of rental periods up to a maximum of \$75.00.

21. 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.
22. I accept the landlord's representative's testimony that rent was not paid by the tenant since May. Therefore, with regards to the late fees and in accordance with Section 2-4 of the *Policy* as stated above, I find that that the late fee of \$75.00 is allowed.
23. The rental ledger is amended to show a daily rate for July-2025 as this tribunal does not consider future rent (see below). I find that the tenant is responsible for outstanding rent till 21-July-2025 in the amount of \$3034.36 including late fees. This amount will be calculated as follows:

Amended Rental Ledger 2025-0460-NL			
Date	Action	Amount	Total
April 30, 2025		balance	\$0.00
May 1, 2025	Rent due	\$1,100.00	\$1,100.00
June 1, 2025	Rent due	\$1,100.00	\$2,200.00
July 1-21, 2025	Rent due	\$759.36	\$2,959.36
	Late fees	\$75.00	\$3,034.36

Daily rate: \$1100 x 12 mths = \$13200.00
\$13200 / 365 days = \$36.16 per day
\$36.16 x 21 days = \$759.36

24. The tenant shall pay a daily rate of \$36.16 until such time as the landlord regains possession of the property.

Decision

25. The landlord's claim for rent and late fees succeeds in the amount of \$3034.36.

Issue # 3: Hearing expenses \$38.12.

Relevant Submission

26. The landlord paid \$20.00 for the application fee and \$18.12 for prepaid registered mail services is seeking reimbursement. The landlord submitted a copy of the receipts to support the claim (LL#3,4).

Analysis

27. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual*: Costs, general claimable costs may include the costs incurred in serving the other party with the application, such as registered mail expenses. As the landlord's claim was successful as per paragraphs 17 and 25, the landlord will be awarded with \$38.12.

Decision

28. The landlord's claim for hearing expenses succeeds in the amount of \$38.12.

Summary of Decision

29. The tenant shall pay the landlord \$3072.48 as follows:

Rent and late fees.....	\$3034.36
Hearing expenses.....	\$38.12
Total	\$3072.48

30. The tenant shall pay a daily rate of rent beginning 22-July-2025 of \$36.16, until such time as the landlord regains possession of the property.

31. The tenant shall vacate the property immediately.

32. 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.

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

July 23, 2025

Date

Oksana Tkachuk, Adjudicator
Residential Tenancies Office