

## Residential Tenancies Tribunal

Application 2025-0461-NL

Michael Reddy  
Adjudicator

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### Introduction

1. Hearing was called at 2:00 p.m. on 24-September-2025 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as "the landlord" and represented by [REDACTED], who attended by teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as "the tenants" did not attend.

### Preliminary Matters

4. The tenants were 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 he/she has been properly served. The landlord submitted two affidavits along with proof of service, stating that they had served the tenants with the notice of the hearing via registered mail (# [REDACTED] and # [REDACTED]). According to Canada Post tracking the notices were delivered on 10-September-2025. In accordance with the **Residential Tenancies Act, 2018** this is good service. As the tenants were properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in their absence.
5. There was a written monthly rental agreement which commenced on 1-November-2023. Rent is currently set at \$263.00 and due on 1st of each month. No security deposit was collected.
6. The landlord amended their application to increase the amount of rent to \$1935.86 to include rental arrears up to and including the month of September, and to include hearing expenses.

## **Issues before the Tribunal**

7. The landlord is seeking:
  - Vacant Possession of the rented premises;
  - Rent paid \$1935.86; and
  - Hearing expenses \$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, 2018.
9. Also, relevant and considered in this decision are Sections 19, 34 and 35 of the **Residential Tenancies Act, 2018** (the **Act**).

### **Issue 1: Vacant Possession of the Rental Premises**

#### Relevant Submission

10. The landlord submitted a copy of a termination notice (L#2) issued to the tenant on 8-April-2025 under section 19: notice where failure to pay rent, with a termination date of 30-April-2025.

#### Landlord's Position

11. The landlord testified that the termination notice was served on the tenants both electronically and by posting the notice to the door of the rental premises on 8-April-2025. The landlord testified that the tenants have been in rental arrears since February-2025, and they are seeking vacant possession of the rented premises.

## **Analysis**

12. To receive an order of vacant possession, a termination notice must be determined as valid.
13. Section 19 of the **Act** states the following:

#### ***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 testimony, as the tenants were not present or represented during the hearing to provide their 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 tenants remained in rental arrears on the termination date of 30-April-2025.
15. In accordance with Section 19(1) 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 (8-April-2025) to vacate the premises.
16. The notice is in writing but not in the form prescribed by the minister, contrary to s. 34(a) of the **Act**; however, s. 22(f) of the Interpretation Act, RSNL 1990 states that where a form is prescribed, deviations from the form not affecting the substance nor calculated to mislead, do not invalidate the form used. The notice contains the name and address of the recipients. It identifies the residential premises for which it was given. It states it is issued under s. 19 of the Act. It therefore complies with s. 34.
17. The notice met all requirements of Section 19(4) as outlined above and was served on the tenant in compliance with Section 35(2)(c)(f). The termination notice issued on 8-April-2025 meets the requirements of the **Act** and is a valid notice.
18. I find that the tenant should have vacated the property by 30-April-2025.

### **Decision**

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

### **Issue 2: Rent paid \$1935.86**

#### Landlord's Position:

20. The landlord's representative testified that as of the date of the hearing, rent is outstanding in the amount of \$1,935.86, inclusive of September-2025. The landlord is seeking payment in full and submitted a rental ledger (L#3) in support of their claim, as reproduced below:

Date	Transaction Description	Debit	Credit	Balance
	Opening balance			263.00 CR
01-JAN-25	Periodic Debit	263.00		0.00
24-JAN-25	Income Support Direct Dep		92.99	92.99 CR
01-FEB-25	Periodic Debit	263.00		170.01
01-MAR-25	Periodic Debit	263.00		433.01
01-APR-25	Periodic Debit	263.00		696.01
24-APR-25	Income Support Direct Dep		62.00	634.01
01-MAY-25	Periodic Debit	263.00		897.01
12-MAY-25	Income Support Direct Dep		13.15	883.86
01-JUN-25	Periodic Debit	263.00		1146.86
01-JUL-25	Periodic Debit	263.00		1409.86
01-AUG-25	Periodic Debit	263.00		1672.86

### Analysis

21. 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.
22. Based on the evidence provided, rental arrears are owed. Rent for September is calculated on a prorated basis to the date of hearing as this Tribunal does not consider future rent. See amended ledger below:

Rental Ledger 2025-0461-NL			
Date	Action	Amount	Total
	Balance 31-May-25		\$883.86
Jun 1, 2025	Rent due	\$263.00	\$1,146.86
July 1, 2025	Rent due	\$263.00	\$1,409.86
Aug 1, 2025	Rent due	\$263.00	\$1,672.86
Sept 1 – 24, 2025	Rent due	\$207.60	\$1,880.46

Daily rate:  $\$263 * 12 \text{ months} = \$3,156 / \text{yr}$   
 $\$3,156 / 365 \text{ days} = \$8.65 / \text{day}$

23. The tenants shall pay a daily rate of \$8.65 until such time as the landlord regains the possession of the unit.

### Decision

24. The landlord's claim for rent succeeds in the amount of \$1,880.46.

### Issue 3: Hearing Expenses \$20.00

**Landlord's Position:**

25. The landlord provided a receipt (L#4) demonstrating payment of a \$20.00 application fee and is seeking reimbursement.

**Analysis**

26. In accordance with Residential Tenancies Policy Section 12-1, 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**

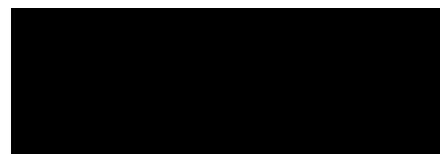
27. The landlord's claim for hearing expenses succeeds in the amount of \$20.00.

**Summary of Decision**

28. The tenant shall pay to the landlord \$1,900.46 as follows:

Rent .....	\$1,880.46
Hearing expenses .....	\$20.00
Total .....	\$1,900.46

29. The tenant shall pay a daily rate of rent beginning 25-September-2025 of \$8.65, until such time as the landlord regains possession of the property.
30. The tenant shall vacate the property immediately.
31. The landlord will be awarded an Order of Possession.
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.



21 October 2025

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Date

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Michael Reddy, Adjudicator  
Residential Tenancies Office