

Residential Tenancies Tribunal

Application 2025-0462-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:15 a.m. on 9-July-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 via pre-paid registered mail ([REDACTED]) on 23-June-2025 (LL#1). Canada Post tracking shows that the mail was actually sent on 20-June and was never retrieved. In accordance with the *Residential Tenancies Act, 2018* registered mail is considered served 5 days after it has been sent. 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 is a written month-to-month rental agreement that commenced on 1-September-2017. Rent is \$354.00 per month, due on the first day of each month. A security deposit was never paid.
6. The landlord increased *rent paid* from \$4826.63 as per the application to \$5534.63. Also, the landlord is seeking hearing expenses.

Issues before the Tribunal

7. The landlord is seeking:
 - An order for vacant possession of rented premises
 - Rent paid \$5534.63
 - 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*. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: 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.

Item # 1: Vacant Possession of the Rented Premises

Relevant Submission

9. The landlord submitted a copy of a termination notice with cause under Section 19: Notice where failure to pay rent. The notice is signed and dated for 28-May-2025, with a termination date of 30-June-2025 (LL#2).

Landlord's Position

10. The landlord's representative testified that rent is in arrears dating back to May 2019 and he stated that they are seeking vacant possession.

Analysis

11. 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.

12. The tenant was in rent arrears in excess of the 5 days when the termination notice was served. On the date of termination, 30-June-2025 the tenant was still in arrears. I asked

the landlord how the termination notice was served and he responded that it was sent via registered mail (██████████) on 28-May-2025. Canada Post tracking shows that the mail was never retrieved. In accordance with the *Residential Tenancies Act, 2018* registered mail is considered served 5 days after it has been sent and 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.

Decision

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

Item # 2: Rent Paid \$5534.63

Relevant Submission

14. The landlord's representative testified that rent is outstanding in the amount of \$5534.63 and they submitted a rental ledger to support the claim (LL#3). See partial breakdown of rental ledger below:

| Rental Ledger 2025-0462-NL | | | |
|----------------------------|----------|----------|------------|
| Date | Action | Amount | Total |
| March 30, 2025 | | Balance | \$4,518.63 |
| April 1, 2025 | Rent due | \$354.00 | \$4,872.63 |
| May 1, 2025 | Rent due | \$354.00 | \$5,226.63 |
| May 2, 2025 | | Payment | -\$400.00 |
| June 1, 2025 | Rent due | \$354.00 | \$5,180.63 |
| July 1, 2025 | Rent due | \$354.00 | \$5,534.63 |

Landlord's Position

15. The landlord's representative testified that rent is in arrears dating back to May 2019 and the current outstanding balance including the month of July is \$5534.63. The landlord's representative stated that they are seeking rent to be paid in full.

Analysis

16. 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. The rental ledger is amended to show a daily rate for July as this tribunal does not consider future rent (see below).

| Amended Rental Ledger 2025-0462-NL | | | |
|------------------------------------|-------------------|----------|------------|
| Date | Action | Amount | Total |
| March 30, 2025 | | Balance | \$4,518.63 |
| April 1, 2025 | Rent due | \$354.00 | \$4,872.63 |
| May 1, 2025 | Rent due | \$354.00 | \$5,226.63 |
| May 2, 2025 | | Payment | -\$400.00 |
| June 1, 2025 | Rent due | \$354.00 | \$5,180.63 |
| July 1-9, 2025 | Rent due (9 days) | \$104.76 | \$5,285.39 |

Daily rate: \$354 x 12 mths = \$4248
\$4248 / 365 days = \$11.64 per day

17. I find that rent is outstanding up to and including 9-July-2025 in the amount of \$5285.39.
18. The tenant shall pay a daily rate of \$11.64 effective 10-July-2025, until such time as the landlord regains possession of the property.

Decision

19. The landlord's claim for *rent paid* succeeds in the amount of \$5285.39.

Issue # 3: Hearing expenses \$20.00

20. 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

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

Summary of Decision

22. The tenant shall pay the landlord \$5305.39 as follows:

| | |
|------------------------|-----------|
| Rent paid | \$5285.39 |
| Hearing expenses | 20.00 |
| Total | \$5305.39 |

23. The tenant shall pay a daily rate of rent beginning 10-July-2025 of \$11.64, until such time as the landlord regains possession of the property.

24. The tenant shall vacate the property immediately.

25. 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.

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

July 11, 2025

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office