

## **Residential Tenancies Tribunal**

Application 2025-0505-NL

Michael Reddy  
Adjudicator

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### **Introduction**

1. Hearing was called at 2:00 PM on 9 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 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 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 number [REDACTED] on 19-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 her absence.
5. There was a written monthly rental agreement which commences on 9 May 2019. Rent is set at \$263.00 per month, due on the 1<sup>st</sup> of each month. There was no security deposit collected on the tenancy.

## Issues before the Tribunal

6. The landlord is seeking:
  - Vacant Possession of the Rental Premises;
  - Rent paid in the amount of \$3650.98; and
  - Hearing expenses of \$20.00

## Legislation and Policy

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

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

#### Relevant Submission

9. The landlord submitted a copy of a termination notice (L#2) issued to the tenant under Section 19: Notice where failure to pay rent on 23- April-25 with a termination date of 30-May-25.

#### Landlord Position

10. The landlord stated the rent has been in arrears since May 2024 and the tenant was personally served at approximately 2:40 PM on 23-April-25. The landlord is seeking vacant possession of the rental premises.

## Analysis

11. 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.*

12. I accept the landlord's testimony, as the tenant was not present or represented during the hearing to provide her 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 30-May-25.
13. 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 23-April-25 meets the requirements of the Act and is a valid notice.
14. I find that the tenant should have vacated the property by 30-May-25.

### **Decision**

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

### **Issue 2: Rent paid**

#### Landlord's Position

16. The landlord testified rental arrears being sought were up to and including June 2025. That amount of rent outstanding is \$3650.98. The landlord is seeking rental arrears up to and including June 2025. The landlord submitted a rental ledger (L#3) in support of the claim, which is partially reproduced below:

03-APR-24	Income Support Bulk Paym	131.50	31.02 CR
01-MAY-24	Periodic Debit	263.00	231.98
01-JUN-24	Periodic Debit	263.00	494.98
01-JUL-24	Periodic Debit	263.00	757.98
01-AUG-24	Periodic Debit	263.00	1020.98
01-SEP-24	Periodic Debit	263.00	1283.98
01-OCT-24	Periodic Debit	263.00	1546.98
01-NOV-24	Periodic Debit	263.00	1809.98
01-DEC-24	Periodic Debit	263.00	2072.98
01-JAN-25	Periodic Debit	263.00	2335.98
01-FEB-25	Periodic Debit	263.00	2598.98
01-MAR-25	Periodic Debit	263.00	2861.98
01-APR-25	Periodic Debit	263.00	3124.98
01-MAY-25	Periodic Debit	263.00	3387.98
01-JUN-25	Periodic Debit	263.00	3650.98

## Analysis

17. 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 May 2024, as the tenant was not present or represented during the hearing to provide her own testimony. As indicated herein, the landlord was seeking rental arrears up to and including 30 June 2025.

## Decision

18. The landlord's claim for rental arrears succeeds in the amount of \$3650.98.

## Issue 3: Hearing Expenses \$20.00

### Landlord's Position

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

20. 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

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

## Summary of Decision

22. The tenant shall vacate the property immediately.

23. The tenant shall pay to the landlord **\$3670.98** as follows:

-Rent owing.....	\$3650.98
-Hearing expenses.....	\$20.00
-Total.....	<b><u>\$3670.98</u></b>

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

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.

25 July 2025

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Date

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Michael Reddy, Adjudicator  
Residential Tenancies Office