

Residential Tenancies Tribunal

Application 2025-0531-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 2:00 p.m. on 21-July-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, attended via 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 personally at the residential premises on 20-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 written month-to-month rental agreement which commenced approximately in 2010. Rent was \$450.00 per month, due on the first of each month. The tenant vacated approximately on 14-July. A security deposit of \$225.00 was collected at the beginning of the tenancy and is still in the landlord’s possession.
7. The landlord amended their application to increase rent from \$2250.00 to \$2700.00 and to include hearing expenses of \$20.00.
8. The disposition of the Security Deposit will be dealt in this decision.

9. The landlord is seeking:

- An Order for Vacant Possession of the rented premises;
- Rent paid \$2700.00;
- Hearing expenses \$20.00;

Legislation and Policy

10. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.

11. 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 12-1: Costs.

Issue # 1: Vacant Possession of the Rented Premises.

Relevant Submissions:

12. The landlord submitted a copy of termination notice under Section 19: *Notice where failure to pay rent* (LL#2). The notice was issued on 31-March-2025 with a termination date of 30-June-2025. The landlord testified that notice was served personally on the same date.

Landlord's Position:

13. The landlord testified that rent has not been paid in February and March, therefore they issued a termination notice. The landlord testified that there were no payments made by the tenant after the termination notice was issued. The landlord explained the tenant left the unit in mid-July; however they retained the access and has entered the unit on several occasions since that time. As a result, the landlord is seeking vacant possession of residential premises.

Analysis

14. 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.

15. I accept the landlord's testimony that the rent was not paid in February and March, 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 properly served on 31-March-2025, and that the tenant did not make any payments after the termination notice was issued.

16. 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 31-March-2025. I accept that on the date of termination, 30-June-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.

17. I find that the tenant should have vacated the property by 30-June-2025.

Decision

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

Issue # 2: Rent paid \$2700.00

19. The landlord is seeking rent in the amount of \$2700.00 for February, March, April, May, June and July. The landlord submitted a copy of the rental ledger to support their claim, see below:

Feb 27 2025	450.00	-	450.00
Mar 27	450.00	-	450.00
Apr 27	450.00	-	450.00
May 27	450.00	-	450.00
June 27	450.00	-	450.00

Landlord's Position:

20. The landlord testified that the tenant has not paid rent since February. The landlord explained that the tenant did not vacate the unit by 30-June as required in the termination notice issued by the landlord. Instead, the tenant remained in the unit until mid-July. The landlord stated that the tenant never submitted a termination notice or communicated their intention to vacate the unit. The landlord further explained that they were not immediately aware of the exact date the tenant vacated as the tenant retained access to the premises and has entered the unit on several occasions. Additionally, the landlord testified that the unit was left in damaged condition and therefore, it cannot be re-rented immediately. The landlord is seeking rent to be paid in full.

Analysis

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 testimony as the tenant was not present or represented during the hearing to provide their account. I accept that the tenant did not pay rent for the months of February, March, April, May, June and July. I accept the landlord's statement that the tenant did not communicate their intention to vacate the unit mid-July, and as such I find that the tenant did not properly terminate the tenancy and is therefore responsible for the full month's rent for the month of July.

Decision

23. The landlord's claim for rent succeeds in the amount of \$2700.00.

Issue # 3: Hearing expenses \$20.00.

Relevant Submission

24. The landlord paid \$20.00 for the application fee and is seeking reimbursement. The landlord submitted a copy of the receipt to support the claim (LL#3).

Analysis

25. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual*: Costs, as the landlord's claim was successful as per paragraphs 18 and 23, the landlord will be awarded with \$20.00.

Decision

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

Issue # 4: Security deposit to be applied against any monies owed \$225.00

Analysis

27. Section 14 of the *Residential Tenancies Act, 2018* states:

Security deposit

14. (8) A security deposit is not an asset of the landlord but is held by the landlord in trust and may be used, retained or disbursed only as provided in this section.
 - (9) Not later than 10 days after the tenant vacates the residential premises, the landlord shall return the security deposit to the tenant unless the landlord has a claim for all or part of the security deposit.
 - (10) Where a landlord believes he or she has a claim for all or part of the security deposit,
 - (a) the landlord and tenant may enter into a written agreement on the disposition of the security deposit; or
 - (b) the landlord or the tenant may apply to the director under section 42 to determine the disposition of the security deposit.
 - (11) Where a tenant makes an application under paragraph (10)(b), the landlord has 10 days from the date the landlord is served with a copy of the tenant's

application to make an application to the director under paragraph (10)(b).

28. The landlord's claim for losses has been successful as per paragraphs 17, 23 and 26 and as such, the security deposit shall be applied against monies owed. Pursuant to the *Residential Tenancies Act, 2018* the landlord must pay interest on a security deposit to a tenant for the entire period that the landlord has had the security deposit. The interest is calculated as simple interest and is not compounded. The interest in 2010-2023 was 0%, and the annual interest in 2024-2025 is 1%.

Decision

29. Security deposit plus interest shall be applied against monies owed.

Summary of Decision

30. The tenant shall pay the landlord \$2491.50 as follows:

Rent.....	\$2700.00
Hearing expenses	\$20.00
Less Security Deposit & interest	\$228.50
 Total	 \$2491.50

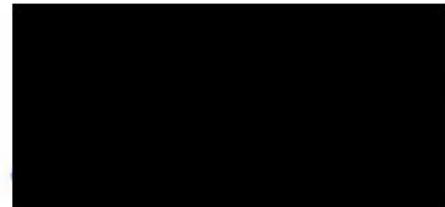
31. The tenant shall vacate the property immediately.

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 25, 2025

Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office