

## Residential Tenancies Tribunal

Application 2025-0534-NL

Oksana Tkachuk  
Adjudicator

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### Introduction

1. Hearing was called at 9:07 a.m. on 6-August-2025.
2. The applicant, [REDACTED] amended their application to include [REDACTED] as co-applicant, hereinafter referred to as “the landlords”, attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” attended via teleconference.

### Preliminary Matters

4. The landlords submitted an affidavit with their application stating that they have served the tenant with the notice of the hearing personally at the residential premises on 23-July-2025 (LL#1). The tenant confirmed receiving the notice of the hearing on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service, I proceeded with the hearing.
5. There is a verbal month-to-month rental agreement that commenced on 1-June-2024 between the previous landlord and the tenant, the current landlords purchased the rental property in March-2025. Rent is \$900.00 per month due on the first of each month. A security deposit of \$450.00 was collected on 29-May-2024 and is still in the landlords' possession.
6. The landlords amended the application to increase the amount of rent from \$1400.00 as per application to \$2300.00 including August rent. The disposition of the Security Deposit will be dealt in this decision.

### Issues before the Tribunal

7. The landlords are seeking:
  - An Order for Vacant Possession of the rented premises.
  - Rent paid \$2300.00.

## 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 the following sections of the *Residential Tenancies Act, 2018*: Section 14: Security Deposit, Section 19: Notice where failure to pay rent.

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

### Relevant Submissions:

10. The landlords submitted a copy of termination notice under Section 19: Notice where failure to pay rent. The notice is signed and dated 20-June-2025 and was served personally at the residential premises on the same date, with a termination date of 2-July-2025 (LL#2).

### Landlord's Position:

11. The landlords testified that rent has been in arrears since June-2025. The landlords stated that on 20-June the tenant owed \$500.00 and added that there were no payments made by the tenant after the termination notice was issued. The landlords are seeking vacant possession of residential premises.

### Tenant's Position:

12. The tenant acknowledged receiving a termination notice on 20-June and confirmed that she paid partial rent of \$400.00 for the month of June. The tenant explained that she was unable to pay the full rent due to financial hardship following the passing of her roommate in April, who had previously shared the rental costs.

## 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 landlords' and the tenant's testimony, that rent was not paid in full for the month of June. I accept that the tenant was in rent arrears in excess of the 5 days when the termination notice was served. I accept that on the date of termination, 2-July, 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.

15. I find that the tenant should have vacated the property by 2-July-2025.

### Decision

16. The landlords' claim for an order for vacant possession of the rented premises succeeds.

### Issue # 2: Rent paid \$2300.00

#### Landlord's Position:

17. The landlords testified that rent is outstanding in the amount of \$2300.00 including the month of August. The landlords stated that they received partial rent payment of \$400.00 for June-2025 and that there were no payments made by the tenant for the months of July and August. The landlords are seeking rent to be paid in full.

#### Tenant's Position:

18. The tenant acknowledged the amount owed and further stated that she is in the process of applying for a housing subsidy through Newfoundland and Labrador Housing.

### Analysis

19. 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.

20. I accept the landlord's and the tenant's testimony, that the tenant owes \$2300.00. The rental ledger is amended to show a daily rate for August-2025 as this tribunal does not consider future rent (see below). I find that the tenant is responsible for outstanding rent until 6-August-2025 in the amount of \$1577.53.

Rental Ledger 2025-0534-NL			
Date	Action	Amount	Total
March 31, 2025	Balance		\$0.00
June 1, 2025	Rent due	\$900.00	\$900.00
June 17, 2025	Payment	-\$400.00	\$500.00
July 1, 2025	Rent due	\$900.00	\$1,400.00
August 1-6, 2025	Rent due	\$177.53	\$1,577.53
			\$1,577.53

Daily rate:  $\$900 \times 12 \text{ mths} = \$10800.00$   
 $\$10800 / 365 \text{ days} = \$29.59 \text{ per day}$

21. The tenant shall pay a daily rate of \$29.59 until such time as the landlord regains possession of the property.

## Decision

22. The landlord's claim for rent succeeds in the amount of \$1577.53.

## Issue # 3: Security deposit to be applied against any monies owed \$450.00

## Analysis

23. 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).

24. The landlords' claim for losses has been successful as per paragraphs 16 and 22 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 annual interest in 2024-2025 is 1%.

## Decision

25. Security deposit plus interest of \$455.57 to be applied against monies owed.

## Summary of Decision

26. The tenant shall pay the landlords \$1122.16 as follows:

Rent .....	\$1577.53
Less than Security Deposit .....	\$455.37
Total .....	\$1122.16

27. The tenant shall pay a daily rate of rent beginning 7-August-2025 of \$29.59, until such time as the landlords regain possession of the property.

28. The tenant shall vacate the property immediately.

29. The tenant shall pay to the landlords any costs charged to the landlord by the Office of the High Sheriff should the landlords be required to have the Sheriff enforce the attached Order of Possession.
30. The landlords will be awarded an Order of Possession.

August 6, 2025  
Date



Oksana Tkachuk, Adjudicator  
Residential Tenancies Office