

Residential Tenancies Tribunal

Application 2025-0560-NL and 2025-0677-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 9-September-2025 at 2:01 pm.
2. The applicant of the initial claim and respondent of the counterclaim, [REDACTED], hereinafter referred to as the tenant, attended via teleconference.
3. The respondent and counter-applicant, [REDACTED], hereinafter referred to as the landlord, also attended via teleconference.

Preliminary Matters

4. The tenant confirmed that they were served notice of the landlord's claim at least ten days prior to the hearing date.
5. The tenant's sole claim was to contest the validity of the termination notice. The landlord's claim for an order of vacant possession is dependent on there being a valid termination notice. Therefore, both claims will be assessed together.

Issues before the Tribunal

6. Should the landlord's claim for unpaid rent succeed?
7. Should the landlord's claim for an order of vacant possession succeed?

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 (the *Act*).
9. Also considered and referred to in this decision are sections 19(1), 19(4), and 34 of the *Act*, as follows:

Notice where failure to pay rent

19. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b),

(a) where the residential premises is rented from week to week and the amount of rent payable by a tenant is overdue for 3 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 3 days after the notice is served on the tenant; and

(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.

Requirements for notices

34. A notice under this Act shall

- (a) be in writing in the form prescribed by the minister;
- (b) contain the name and address of the recipient;
- (c) identify the residential premises for which the notice is given; and
- (d) state the section of this Act under which the notice is given.

Issue 1: Unpaid Rent and Utilities

10. The landlord claims \$34837.04 in unpaid rent and utilities. A rental ledger was provided in support of this (LL#1). The landlord testified that the rent began at \$1200/month and later increased to \$1500/month. LL#1 calculates the rent owing by using the rate of \$1500/month as well as utility bills, beginning in August 2021 and continuing until the present date, against what the landlord says are all payments received.
11. The tenant agrees she owes rent but disputes the amount owed. She did not dispute the utility bills but submitted that the rental increase to \$1500/month was improper and that the rent owing should be calculated according to the \$1200/month rate. She also suggested that the landlord failed to account for payments she made towards the

upkeep of the property. The landlord argued that these payments were made without his knowledge or consent and do not count towards the rent paid. The tenant also submitted that the landlord missed \$965.00 in rent payments but was unable to provide specific dates or evidence of this.

12. The tenant submitted, and the landlord did not dispute, that the rental increase did not conform to the statutory requirements. I will therefore calculate the rent owing based on the \$1200/month rate. Based on the testimony of both parties, the tenant's claimed repair work does not constitute work in lieu of rent as there was no agreement to that effect. As the tenant could not provide evidence of the claimed missed payments, I disregard them.
13. In 2021 the tenancy began in August. The utility bills for that year total \$582.98, the rent owing totals \$6000.00, and the payments received total \$3650.00, for a total balance of \$2932.98 owing. In 2022, the utility bills total \$2133.06, the rent owing totals \$14400, and the payments received total \$17929, for a total credit of \$1395.94. In 2023 the utility bills total \$2454.00, the rent owing totals \$14400, and the payments received total \$12765, for a total balance of \$4089.00 owing. In 2024 the utility bills total \$2652.00, the rent owing totals \$14400, and the payments received total \$10650, for a total balance of \$6402.00 owing. For 2025 a daily rate must be calculated. The proper formula for determining a daily rate is multiplying the monthly rent by the 12 months and dividing by the 365 days of the year. In this case, the daily rate is $\$1200/\text{month} * (12 \text{ months} / 365 \text{ days}) = \text{\$}39.45/\text{day}$. Rent owing for the month of September, calculated to the date of the hearing, is therefore \$355.07. In 2025 to the date of the hearing the utility bills total \$1848, the rent owing totals \$9955.07, and the payments received total \$4700.00, for a total balance of \$7103.07 owing.
14. The total amount owing is \$19131.11.

Issue 2: Vacant Possession

15. In order to receive an order for vacant possession, a landlord must have issued a valid termination notice. To be valid, a termination notice must comply with all relevant sections of the Act.
16. The landlord submitted a copy of a termination notice (LL#2). LL#2 is in writing in the form prescribed by the minister. It contains the name and address of the recipient. It identifies the residential premises it regards. It identifies itself as being issued under s. 19 of the Act. It therefore complies with s. 34.
17. The notice was signed by the landlord. It states the date on which the tenancy is to terminate. It was served on the tenant electronically in accordance with s. 35(2)(f) of the Act. It therefore complies with s. 19(4).
18. LL#2 was issued on 25-June-2025, at which point rent was overdue by more than 5 days. It gives a termination date of 6-July-2025, which is not less than 10 days thereafter. It therefore complies s. 19(1) of the Act.
19. LL#2 complies with all relevant sections of the Act and is therefore valid.

Decision

20. The tenant owes \$19131.11 in unpaid rent and utilities.
21. A valid termination notice was issued which gives a move out date of 6-July-2025. The rental agreement terminated on that date. Insofar as the tenant is still residing at the premises, she is doing so illegally.
22. The landlord's application for an order of vacant possession succeeds.

Summary of Decision

23. The tenant shall pay to the landlord \$19131.11 in unpaid rent and utilities.
24. The tenants shall vacate the premises immediately.
25. The tenants 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 is granted an order of possession.

16-September-2025

Date



Seren Cahill
Residential Tenancies Office