

## Residential Tenancies Tribunal

Application 2025-0568-NL

Oksana Tkachuk  
Adjudicator

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### Introduction

1. Hearing was called at 2:00 p.m. on 11-August-2025.
2. The applicant, [REDACTED], hereinafter referred to as "the landlord", were represented by [REDACTED] who 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 during the hearing and I was unable to reach them 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 electronically e-mail to [REDACTED] on 2-July-2025 (LL#1). The landlord also submitted proof of sent email on that date and confirmed that they used this email address for communication since the beginning of the tenancy (LL#2). 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 is a written month-to-month rental agreement that commenced on 1-July-2023. Rent is \$1150.00 per month due on the first of each month. A security deposit of \$862.50 was collected on 21-July-2023 and is still in the landlord's possession.
7. The landlords amended the application to increase the amount of rent from \$3450.00 as per application to \$4600.00 including August rent. The disposition of the Security Deposit will be dealt in this decision.

## Issues before the Tribunal

8. The landlord is seeking:

- Validity of the Notice of Termination;
- An Order for Vacant Possession of the rented premises.
- Rent paid \$4600.00.

## Legislation and Policy

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

10. 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: Validity of the Notice of Termination; Vacant Possession of the Rented Premises**

#### Relevant Submissions:

11. The landlord submitted a copy of termination notice under Section 19: Notice where failure to pay rent. The notice is signed and dated 9-June-2025 and was served electronically via email on the same date, with a termination date of 25-June-2025 (LL#3).

#### Landlord's Position:

12. The landlord's representative testified that rent has been in arrears since May-2025. The landlord's representative stated that on 9-June the tenant owed \$2300.00 and added that there were no payments made by the tenant after the termination notice was issued. The landlord is seeking vacant possession of residential premises.

## 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 landlord's testimony, that rent was not paid since May, as the tenant was not present or represented during the hearing to give their testimony. 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, 25-June, 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 25-June-2025.

## Decision

16. The termination notice is a valid termination notice. The landlord's claim for an order for vacant possession of the rented premises succeeds.

### Issue # 2: Rent paid \$4600.00

#### Landlord's Position:

17. The landlord's representative testified that rent is outstanding in the amount of \$4600.00 including month of August and explained that there were no payments made by the tenant for the months of May, June, July and August. The landlord is seeking rent to be paid in full.

#### Analysis

18. 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.

19. I accept the landlord's representative testimony that the tenant owes rent for four months as the tenant was not present or represented during the hearing to provide their account. 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 till 11-August-2025 in the amount of \$3865.80.

Rental Ledger 2025-0568-NL			
Date	Action	Amount	Total
April 30, 2025		Balance	\$0.00
May 1, 2025	Rent due	\$1,150.00	\$1,150.00
June 1, 2025	Rent due	\$1,150.00	\$2,300.00
July 1, 2025	Rent due	\$1,150.00	\$3,450.00
August 1-11, 2025	Rent due	\$415.80	\$3,865.80
			\$3,865.80

Daily rate:  $\$1150 \times 12 \text{ mths} = \$13800.00$   
 $\$13800 / 365 \text{ days} = \$37.80 \text{ per day}$

20. The tenant shall pay a daily rate of \$37.80 until such time as the landlord regains possession of the property.

## Decision

21. The landlord's claim for rent succeeds in the amount of \$3865.80.

### Issue # 3: Security deposit to be applied against any monies owed \$862.50

## Analysis

22. 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).

23. The landlord's claim for losses has been successful as per paragraphs 16 and 21 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 2023 was 0%, the annual interest in 2024-2025 is 1%.

## Decision

24. Security deposit plus interest of \$876.42 to be applied against monies owed.

## Summary of Decision

25. The tenant shall pay the landlords \$2989.38 as follows:

Rent .....	\$3865.80
Less than Security Deposit.....	<b>\$876.42</b>
Total .....	<b>\$2989.38</b>

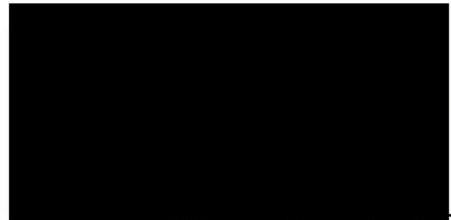
26. The termination notice is a valid notice.

27. The tenant shall pay a daily rate of rent beginning 12-August-2025 of \$37.80, until such time as the landlord regains possession of the property.

28. The tenant shall vacate the property immediately.
29. 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.
30. The landlord will be awarded an Order of Possession.

August 12, 2025

Date



Oksana Tkachuk, Adjudicator  
Residential Tenancies Office