

Residential Tenancies Tribunal

Application 2022-No.459 -NL

Decision 22-0459-00

Jacqueline Williams
Adjudicator

Introduction

1. Hearing was called at 11:04 a.m. on 19-July-2022.
2. The applicant, [REDACTED], represented by [REDACTED], hereinafter referred to as "the landlord" attended by teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as "tenant 1 and tenant2" attended by teleconference.

Preliminary Matters

4. The landlord submitted an affidavit (LL#01) stating that they had served the tenants by email on 07-July-2022. Tenant1 confirmed service as stated.
5. The landlord amended their application to remove rent, late fees and security deposit applied, as the tenants have paid in full.

Issues before the Tribunal

6. The landlord is seeking:
 - Vacant possession of rental premises
 - Hearing Expenses \$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, 2018*.
8. Also relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 19: Notice where failure to pay rent.

Issue 1: Vacant Possession of the Rental Premises

Landlord's Position

9. The landlord submitted a rental agreement (LL#02) with the application. They entered a written term agreement with the tenants from 31-July-2021 until 31-July-2022. The tenants pay \$950.00 a month. The rental period is from the 1st day of the month until the last day; rent is due the 1st day of each month. The landlord said that the tenant paid a security deposit of \$495.00 on 23-July-2021 and they are still in possession of the deposit.
10. The landlord submitted a termination notice (LL#04). It is on a "landlord's notice to terminate early – cause" form for failure to pay rent. The notice is signed and dated for 11-May-2022, with a termination date of 24-May-2022. She said that staff posted the notice on the tenants' door on 12-May-2022.
11. The landlord submitted a rent ledger (LL#03) and said that rent is often late. She said that after rent was late on 02-May-2022 the tenant paid the \$950.00 rent on 25-May-2022; the day after the termination date. She said at that time there were late fees totaling \$45.00. In June the tenant paid \$950.00 rent on 08-June-2022, however late fees were still outstanding. On 25-July-2022 the tenants paid July rent and \$75.00 late fees.
12. The landlord is seeking vacant possession of the property.

Tenants' Position

13. Tenant1 agrees to the terms of the rental agreement as stated.
14. Tenant1 confirms receiving the termination notice on 12-May-2022 as stated by the landlord.
15. Tenant1 acknowledges that his rent was late. He said he is an international student and has to wait for his student financing. He said that this is their only income and that he pays rent when it comes in. Tenant1 said he is trying to find another place to live but is struggling to find different housing.

Analysis

16. 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.*

.....

(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.

.....

17. The tenants were in rent arrears in excess of the 5 days when the notice was served. On the date of termination, the tenant was still in arrears. The termination notice meets the requirements of the Act and is a valid notice. The notice was served in accordance of the Act.
18. The tenant should have vacated the property by 24-May-2022.

Decision

19. The landlord's claim for an order for vacant possession succeeds.
20. The tenants shall vacate the premises immediately.
21. The tenant shall pay to the landlords 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.

Issue 5: Hearing expenses reimbursed \$20.00

22. The landlord submitted the receipt for \$20.00 for the cost of the hearing (LL#05) and pursuant to policy 12.01, is entitled to reimbursement of that cost from the tenant.

Summary of Decision

23. The tenant shall:


- Vacate the property immediately
- Pay to the landlords 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.
- Reimburse the landlord the cost of the \$20.00 filing fee.

The landlord

- Will be awarded an Order of Possession.

July 25, 2022

Date


Jacqueline Williams, Adjudicator
Residential Tenancies Office