

## **Residential Tenancies Tribunal**

Application 2023-0319-NL

Decision 23-0319-00

Pamela Pennell  
Adjudicator

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### **Introduction**

1. Hearing was called at 9:13 a.m. on 9-May-2023.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as "the landlords", participated in the hearing. The tenant, [REDACTED], hereinafter referred to as "the tenant", also participated in the hearing. All parties attended via teleconference.

### **Preliminary Matters**

3. The written rental agreement is a residential sublease agreement that was signed on 19-February-2023 (LL#1) allowing the tenant to sublet the premises for a 2 month period. The tenant agreed to sublet for the months of March and April and to pay \$500 per month which included the costs of utilities. The sub landlords collected \$370.00 for a security deposit on 25-February-2023 which is still in their possession.
4. The landlords submitted an affidavit (LL#2) showing that landlord 1 served the tenant with notification of the hearing in person on 28-April-2023 at the residential premises. The tenant confirmed that he received the documents on that day. In accordance with the *Residential Tenancies Act, 2018* this is good service.

### **Issues before the Tribunal**

5. The landlord is seeking:
  - An order for vacant possession of the rented premises
  - Hearing expenses \$20.00

### **Legislation and Policy**

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

7. 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.

## Issue 1: Vacant Possession of the Rental Premises

### Relevant Submissions

8. The landlords submitted a termination notice on a *Landlord's Notice to Terminate Early – Cause* form (LL#3) under section 19; Notice where failure to pay rent. The notice was dated for 10-April-2023 to vacate on 22-April-2023.

### Analysis

9. Landlord1 confirmed he served the termination notice on 10-April-2023 and the tenant indicated he did not remember receiving any notice. I accept the landlords testimony that he served the termination notice on 10-April-2023 as he had submitted proof of the document (LL#3).
10. The landlords did not submit a rental ledger as outstanding rent was only for 1 month. I asked the tenant if he paid the rent for the month of April and he confirmed that he did not pay rent on 1-April-2023 and still has not paid outstanding rent to this date.
11. The notice was served under Section 19, of the *Residential Tenancies Act, 2018*, which states:

- a. ***Notice where failure to pay rent***
  - b. ***19. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b),***
    - i. ***(b) where the residential premises is***
      1. *rented from month to month,*
      2. *rented for a fixed term, or*
      3. *a site for a mobile home, and*
    - c. ***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.***
      - i. ***(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.*

12. The tenant was in rent arrears in excess of the 5 days when the notice was served. On the date of termination, 22-April-2023 the tenant was still in arrears. The termination notice meets the requirements of the Act and is a valid notice.

13. I find the tenant should have vacated the property by 22-April-2023.

**Decision**

14. The landlord's claim for an order for vacant possession succeeds.

15. The tenant shall vacate the premises immediately

16. The tenant shall pay to the landlords any costs charged to the landlords by the Office of the High Sheriff should the landlords be required to have the Sheriff enforce the attached Order of Possession.

**Issue 2: Hearing Expenses**

17. The landlords paid a fee of \$20.00 to file the application. As the landlord's claim has been successful, the tenant shall pay the \$20.00 fee. The landlord's claim for hearing expenses succeeds in the amount of \$20.00.

**Summary of Decision:**

18. The tenant shall:

Pay the landlords \$20.00 as follows:

Hearing expenses ...	\$20.00
Total	<u>\$20.00</u>

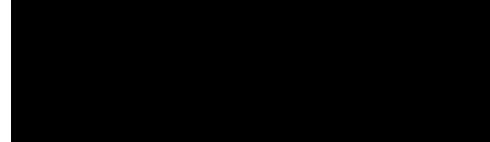
19. Vacate the property immediately

20. 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.

21. The landlords

- Will be awarded an Order of Possession.

May 9, 2023  
Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office