

Residential Tenancies Tribunal

Application 2025-0602-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 2:00 p.m. on 4-August-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, 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 at the hearing and I was unable to reach them by telephone 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 via e-mail to [REDACTED] on 23-July-2025 (LL#1). The landlord submitted proof of service and confirmed that they used this email address for communication. 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 fixed-term rental agreement which commenced on 16-October-2024 for one year. Rent is \$1200.00 per month due on 1st of each month. A security deposit of \$600.00 was collected on 16-October-2024 and is still in the landlord’s possession.
7. The landlord amended their application to increase rent from \$2350.00 as per their application to \$2525.00 including rent for the month of August and to decrease late fees from \$631.00 as per their application to \$525.00. The disposition of the Security Deposit will be dealt in this decision.

Issues before the Tribunal

8. The landlord is seeking:
 - An Order for Vacant Possession of the rented premises;
 - Rent paid \$2350.00;
 - Late fees \$525.00;
 - Other expenses \$20.00.

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, and following sections of the *Residential Tenancies Policy* Section 2-4; Deposits, Payments and Fees and Section 12-1: Costs.

Issue # 1: Vacant Possession of the Rented Premises.

Relevant Submissions:

11. The landlord submitted three copies of termination notices issued to the tenant as follows:
 - 27-January-2025 under Section 19: *Notice where failure to pay rent* (LL#2) with a termination date of 7-February-2025;
 - 26-June-2025 under Section 19: *Notice where failure to pay rent* and Section 24: *Notice where tenant contravenes peaceful enjoyment and reasonable privacy* (LL#3) with a termination date of 6-July-2025;
 - 16-July-20255 under Section 19: *Notice where failure to pay rent* and Section 24: *Notice where tenant contravenes peaceful enjoyment and reasonable privacy* (LL#4) with a termination date of 27-July-2025.

Landlord's Position:

12. The landlord testified that rent has not been paid in full since November-2024. They explained that the tenant receives a government subsidy of \$950.00 per month, which is paid directly toward the rent. However, the tenant has consistently failed to pay the remaining \$250.00 portion of rent since November, therefore they issued a termination notice. The landlord testified that the latest notice was served personally at the residential premises on 16-July. The landlord testified that there were no payments made by the tenant after the termination notice was issued.
13. The landlord also testified that they learned that Newfoundland Power had disconnected electricity to the rental unit. They stated that the unit was still occupied by the tenant, her partner, their children, and a grandchild, despite the lack of power. The landlord expressed concern for the well-being of the minor child residing in the unit under these conditions. As a result, they issued a termination notice citing interference with reasonable enjoyment and privacy. The landlord is seeking vacant possession of residential premises.

Analysis

14. In accordance with the Section 7-1 of the Policy, Termination by more than 1 Notice: *If a termination notice is already in place and a second notice is issued by the same person whereby the termination date is later than that specified in the first notice, then the person issuing the second notice has thereby indicated that they are intending the tenancy to be extended to the date set out in the second notice. The person who served the 2 notices cannot have the first notice enforced.* Therefore, the latest termination notice issued on 16-July-2025 will be analyzed for the purpose of this decision.
15. According to the Section 7-1 of the Policy, Termination by More than 1 Section of the Act: *If the notice citing more than one authority is contested, the person issuing the notice is only required to prove the validity of one of the applicable sections.* Therefore, I will analyze the validity of the termination notice under section 19 of the Residential Tenancies Act, for the purpose of this decision.
16. 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.
17. I accept the testimony of the landlord that the rent was not paid in full since November, as the tenant was not present or represented during the hearing to provide their testimony. I also accept the landlord's testimony that the termination notice was issued and served personally on 16-July-2025, and that the tenant did not make any payments after the termination notice was issued.
18. Based on the evidence and testimony presented, I find that the termination notice issued by the landlord is valid. I accept that the tenant was in rent arrears in excess of the 5 days when the termination notice was issued on 16-July-2025. I accept that on the date of termination, 27-July-2025 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.

19. I find that the tenant should have vacated the property by 27-July-2025.

Decision

20. The landlord's claim for an order for vacant possession of the rented premises succeeds.

Issue # 2: Rent paid \$2525.00
Late fees\$525.00

Relevant Submissions:

21. The landlord is seeking rent in the amount of \$2525.00 for rental arrears since November-2024 and late fees of \$525.00. The landlord submitted a copy of the invoice details to support their claim (LL#5).

Landlord's Position:

22. The landlord testified that the tenant did not paid rent in full since November. The landlord is seeking rent to be paid in full.

Analysis

23. *Residential Tenancies Policy 2-4*; Deposits, Payments and Fees states:

Late payment fee:

When rent is not paid on time, a landlord may charge a late fee of \$5.00 for the first day rent is in arrears and \$2.00 for each additional day that the rent remains in arrears in any consecutive number of rental periods up to a maximum of \$75.00.

24. 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.

25. I accept the landlord's testimony that rent was not paid in full by the tenant since November. Therefore, with regards to the late fees and in accordance with Section 2-4 of the *Policy* as stated above, I find that that the maximum late fee of \$75.00 is allowed.

26. 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 4-August-2025 in the amount of \$1632.80 including late fees. This amount is calculated as follows:

Amended Rental Ledger 2025-0602-NL			
Date	Action	Amount	Total
October 31, 2024	balance		\$0.00
November 1, 2024	Rent due	\$1,200.00	\$1,200.00
November 1, 2024	Payment	-\$725.00	\$475.00
December 1, 2024	Rent due	\$1,200.00	\$1,675.00
December 1, 2024	Payment	-\$1,075.00	\$600.00
January 1, 2025	Rent due	\$1,200.00	\$1,800.00
January 1, 2025	Payment	-\$950.00	\$850.00
February 1, 2025	Rent due	\$1,200.00	\$2,050.00
February 1, 2025	Payment	-\$950.00	\$1,100.00
March 1, 2025	Rent due	\$1,200.00	\$2,300.00
March 1, 2025	Payment	-\$950.00	\$1,350.00
April 1, 2025	Rent due	\$1,200.00	\$2,550.00
April 1, 2025	Payment	-\$950.00	\$1,600.00
May 1, 2025	Rent due	\$1,200.00	\$2,800.00
May 1, 2025	Payment	-\$950.00	\$1,850.00
June 1, 2025	Rent due	\$1,200.00	\$3,050.00
June 1, 2025	Payment	-\$950.00	\$2,100.00
July 1, 2025	Rent due	\$1,200.00	\$3,300.00
July 1, 2025	Payment	-\$950.00	\$2,350.00
August 1-4, 2025	Rent due	\$157.80	\$2,507.80
August 1, 2025	Payment	-950	\$1,557.80
	Late fees	\$75	\$1,632.80
			\$1,632.80

Daily rate: \$1200 x 12 mths = \$14400.00
\$14400 / 365 days = \$39.45 per day
\$39.45 x 4 days = \$157.80

27. The tenant shall pay a daily rate of \$39.45 until such time as the landlord regains possession of the property.

Decision

28. The landlord's claim for rent and late fees succeeds in the amount of \$1632.80.

Issue # 3: Other expenses \$20.00.

Relevant Submission

29. The landlord paid \$20.00 for the application fee is seeking reimbursement. The landlord submitted a copy of the receipts to support the claim (LL#6).

Analysis

30. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual: Costs*, as the landlord's claim was successful as per paragraphs 20 and 28, the landlord will be awarded with \$20.00.

Decision

31. The landlord's claim for other expenses succeeds in the amount of \$20.00.

Issue # 4: Security deposit to be applied against any monies owed \$600.00

Analysis

32. 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).

33. The landlord's claim for losses has been successful as per paragraphs 20, 28 and 31 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

34. Security deposit plus interest of \$604.83 to be applied against monies owed.

Summary of Decision

35. The tenant shall pay the landlord \$1047.97 as follows:

Rent and late fees.....	\$1632.80
Hearing expenses.....	\$20
Less than Security Deposit.....	\$604.83
Total	\$1047.97

36. The tenant shall pay a daily rate of rent beginning 5-August-2025 of \$39.45, until such time as the landlord regains possession of the property.

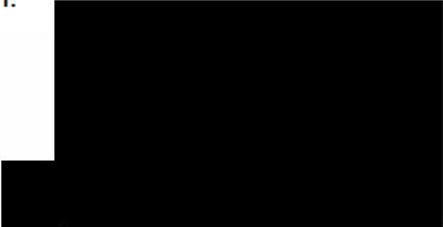
37. The tenant shall vacate the property immediately.

38. 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.

39. The landlord will be awarded an Order of Possession.

August 8, 2025

Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office