

## Residential Tenancies Tribunal

Application 2025-0708-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 11-September-2025 at 2:00 pm.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, attended via 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. The landlords submitted an affidavit (LL#1) with their application stating that they had served the tenant with notice of the hearing electronically on 25-August-2025 at 3:02 pm. Proof of service was also provided (LL#2). 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.

### Issues before the Tribunal

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

### 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* (the *Act*).

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

**Notice of termination of rental agreement**

18. ...

(2) A landlord shall give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential premises

(a) not less than 4 weeks before the end of a rental period where the residential premises is rented from week to week;

(b) not less than 3 months before the end of a rental period where the residential premises is rented from month to month; and

(c) not less than 3 months before the end of the term where the residential premises is rented for a fixed term.

...

(9) In addition to the requirements under section 34, a notice under this section shall

(a) be signed by the person providing the notice;

(b) be given not later than the first day of a rental period;

(c) state the date, which shall be the last day of a rental period, on which the rental agreement terminates and the tenant intends to vacate the residential premises or the date by which the tenant is required to vacate the residential premises; and

(d) 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**

9. The landlord claims \$6600.00 in unpaid rent. A rent ledger was provided in support of this (LL#4). This consists of the full monthly rent of \$2200/month for the months of July-September 2025.

10. I accept the landlord's uncontradicted testimony. However, this tribunal does not deal in future rent and will not award rent for days that have not yet come to pass. A daily rate

must be calculated. The correct formula for determining a daily rate is multiplying the monthly rent by the 12 months and dividing by the 365 days of the year. The daily rate in this case is  $\$2200/\text{month} \times (12 \text{ months}/365 \text{ days}) = \sim \$72.33/\text{day}$ . Calculated to the date of the hearing, the rent owing for September is \$795.62.

- 11. The total rent owing to the date of the hearing is \$5195.62.

**Issue 2: Vacant Possession**

- 12. To receive an order for vacant possession, a landlord must provide a valid termination notice. To be valid, a termination notice must comply with all relevant sections of the *Act*. The landlord provided a termination notice (LL#5) they say they served on the tenant.
- 13. LL#5 is in writing in the form prescribed by the minister. It contains the name and address of the recipient. It identifies the residential premises for which it was given. It identifies itself as being given under s. 18, when it was actually given under s. 19 of the *Act*. It is therefore invalid under s. 34(d) of the *Act*.
- 14. In the alternative, if considered under s. 18 of the *Act*, LL#5 is still invalid as it provides only 10 clear days' notice, whereas s. 18(2) requires 3 full months' notice.
- 15. LL#5 is invalid.

**Decision**

- 16. The landlord's claim for unpaid rent succeeds in the amount of \$5195.62.
- 17. The termination notice is invalid, and the landlord's claim for an order of vacant possession therefore fails.
- 18. The landlord was partially successful in their claim and may therefore seek to be reimbursed for their reasonable hearing expenses. In the present case they seek only the \$20.00 application fee, which is granted.

**Summary of Decision**

- 19. The tenant shall pay to the landlord \$5215.62 as follows:

Unpaid Rent.....	\$5195.62
Hearing Expenses.....	\$20.00
Total.....	\$5215.62

12-September-2025  
Date

  
Seren Cahill  
Residential Tenancies Office