

Residential Tenancies Tribunal

Application 2025-0719-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 18-September-2025 at 9:15 am.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, was represented at the hearing by authorized representative [REDACTED], who attended via teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as the tenants, did not attend.

Preliminary Matters

4. The tenants were 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 landlord submitted an affidavit (LL#1) with their application stating that they had served the tenants with notice of the hearing personally on 7-September-2025 at 1:21 pm. 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 and late fees 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 hearing are sections 19(1), 19(4), and 34 of the *Act*, as follows:

Notice where failure to pay rent

19. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b),

(a) where the residential premises is rented from week to week and the amount of rent payable by a tenant is overdue for 3 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 3 days after the notice is served on the tenant; and

(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.

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: Rent and Late Fees

9. The landlord claims for \$5400.00 in unpaid rent and \$75.00 in late fees. A rental ledger was provided in support of this (LL#2). This includes the monthly rent of \$900/month for the months April-2025 to September 2025 inclusive.
10. I accept the uncontradicted testimony of the landlord's representative.
11. This tribunal does not deal in future rent. A daily rate must be calculated. The correct formula for determining a daily rate is to multiply the monthly rate by the 12 months and dividing by the 365 days of the year. In this case, the daily rate is $\$900.00/\text{month} \times (12 \text{ months}/365 \text{ days}) \approx \$29.59/\text{day}$. As of the date of the hearing, the rent owing for September is $18 \text{ days} \times \$29.59/\text{day} = \532.60 . The total rent owing at the time of the hearing is 5032.60.
12. S. 15(1) of the *Act* states that where a tenant does not pay rent for a rental period within the time stated in the rental agreement, the landlord may charge the tenant a late payment fee in an amount set by the minister. The minister set the rate for late fees at \$5.00 for the first day and \$2.00 for each day thereafter, to a maximum of \$75.00. As the rent has been overdue for more than 35 days, the maximum late payment fee of \$75.00 applies.
13. The landlord's claim for unpaid rent succeeds in the amount of \$5032.60 and their claim for late fees succeeds in the amount of \$75.00.

Issue 2: Vacant Possession

14. To succeed in a claim for an order of vacant possession, a landlord must have first issued a valid termination notice. To be valid, a termination notice must comply with all relevant sections of the *Act*. The landlord provided a copy of a termination notice (LL#3) they say they provided to the tenant.
15. The termination notice is written in the form prescribed by the minister. It contains the name and address of the recipient. It identifies the residential premises for which it is given. It states that it was issued under s. 19 of the *Act*. It therefore complies with s. 34.
16. The notice was signed by the landlord. It states the date on which the rental agreement was to terminate. The landlord's representative testified that it was served on the tenants by placing it on their door, in accordance with s. 35(2)(c) of the *Act*. It therefore complies with s. 19(4).
17. The notice is dated and was served on 27-August-2025, at which point rent was overdue by more than 5 days. It provides a move out date of 7-September-2025, which is not less than 10 days thereafter. It therefore complies with s. 19(1)(b) of the *Act*.
18. LL#3 complies with all relevant sections of the *Act* and is therefore valid.

Decision

19. The landlord's claim for unpaid rent succeeds in the \$5032.60.
20. The landlord's claim for late fees succeeds in the amount of \$75.00.

- 21. The valid termination notice gave a move out date of 7-September-2025. The tenancy agreement ended on that date. Insofar as the tenants still occupy the premise, they are doing so illegally. The landlord's application for an order of vacant possession succeeds.
- 22. The tenants shall continue to pay rent at the daily rate of \$29.59/day for each day they remain in the premises after 18-September-2025.
- 23. The landlord was successful in their application and therefore may seek to be reimbursed for their reasonable hearing expenses. They seek only the \$20.00 application fee, which is granted.

Summary of Decision

- 24. The tenants shall vacate the premises immediately.
- 25. The tenants shall pay to the landlord any costs charged to the landlord, by the Office of the High Sherriff, should the landlord be required to have the Sheriff enforce the attached Order of Possession.
- 26. The tenants shall continue to pay rent at the daily rate of \$29.59/day for each day they remain in the premises after 18-September-2025.
- 27. The tenants shall pay to the landlord \$5127.60 as follows:

Unpaid Rent.....	\$5032.60
Late fees.....	\$75.00
Hearing Expenses.....	\$20.00
 Total.....	 \$5127.60

24-September-2025
Date


 Seren Cahill
 Residential Tenancies Office