

Residential Tenancies Tribunal

Application 2025-0725-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 2:00 p.m. on 27-August-2025.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as “the landlords”, were represented by [REDACTED] and [REDACTED] (LL#1) who 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 during the hearing and I was unable to reach them 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 landlords submitted an affidavit with their application stating that they had served the tenant with the notice of hearing electronically via text and e-mail to [REDACTED] on 15-August-2025 (LL#2). The landlords also submitted proof of sent email and text on that date and confirmed that they used this email address for communication since the beginning of the tenancy. 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 landlords, I proceeded with the hearing in their absence.
6. There is a written month-to-month rental agreement that commenced on 15-July-2024. Rent is \$1200.00 per month due on the 15th of each month. A security deposit was not collected.
7. The landlords amended the application to increase the amount of rent from \$1200.00 as per application to \$2400.00 including August rent and to include hearing expenses of \$20.00.

Issues before the Tribunal

8. The landlord is seeking:

- An Order for Vacant Possession of the rented premises.
- Rent paid \$2400.00;
- Hearing 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 section of the *Residential Tenancies Act, 2018*: Section 19: Notice where failure to pay rent and Section 12-1 of the *Residential Tenancies Policy Manual: Costs*.

Issue # 1: Vacant Possession of the Rented Premises

Relevant Submissions:

11. The landlords submitted a copy of termination notice under Section 19: *Notice where failure to pay rent*. The notice is signed and dated 31-July-2025 and was served personally at the residential premises on the same date, with a termination date of 11-August-2025 (LL#3).

Landlord's Position:

12. The landlords' representative testified that rent has been in arrears since July-2025. The landlord's representative stated that on 31-July the tenant owed \$1200.00 and added that there were no payments made by the tenant after the termination notice was issued.

13. The landlord's representative explained that the tenant was withholding rent while being aware that the landlords were attempting to sell the property. They also testified that the tenant cancelled a few viewings and informed the landlord that they would not be vacating the premises as per termination notice until they secure a new place to rent. The landlord's representative added that the tenant continues to withhold rent for a second month. The landlords are seeking vacant possession of residential premises.

Analysis

14. 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.

15. I accept the landlord's and the landlords' representative testimony, that rent was not paid since July, as the tenant was not present or represented during the hearing to give their testimony. I accept that the tenant was in rent arrears in excess of the 5 days when the termination notice was served. I accept that on the date of termination, 11-August, 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.

16. I find that the tenant should have vacated the property by 11-August-2025.

Decision

17. The landlords' claim for an order for vacant possession of the rented premises succeeds.

Issue # 2: Rent paid \$2400.00

Landlord's Position:

18. The landlords' representative testified that rent is outstanding in the amount of \$2400.00 including month of August and explained that there were no payments made by the tenant for the months of July and August. The landlords are seeking rent to be paid in full.

Analysis

19. 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.

20. I accept the landlords' representative testimony that the tenant owes rent for the months of July and August as the tenant was not present or represented during the hearing to provide their account. 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 27-August-2025 in the amount of \$1673.40.

Rental Ledger 2025-0725-NL			
Date	Action	Amount	Total
July 14, 2025	Balance		\$0.00
July 15, 2025	Rent due	\$1,200.00	\$1,200.00
August 15-27, 2025	Rent due	\$473.40	\$1,673.40
			\$1,673.40

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

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

Decision

22. The landlord's claim for rent succeeds in the amount of \$1673.40.

Issue # 3: Hearing expenses \$20.00.

Relevant Submission

23. 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#4).

Analysis

24. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual: Costs*, as the landlords' claim was successful as per paragraphs 17 and 22, the landlords will be awarded with \$20.00.

Decision

25. The landlords' claim for hearing expenses succeeds in the amount of \$20.00.

Summary of Decision

26. The tenant shall pay the landlords \$1693.40 as follows:

Rent	\$1673.40
Hearing expenses	\$20.00
Total	\$1693.40

27. The tenant shall pay a daily rate of rent beginning 28-August-2025 of \$39.45, until such time as the landlords regain possession of the property.

28. The tenant shall vacate the property immediately.

29. 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.

30. The landlords will be awarded an Order of Possession.



September 3, 2025
Date

Oksana Tkachuk, Adjudicator
Residential Tenancies Office