

Residential Tenancies Tribunal

Application 2025-0736-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 2:00 p.m. on 15-September-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 able to reach her by telephone at the start of the hearing at which time she stated that she had requested a postponement. I reviewed all correspondence relating to her request only to determine that it had been denied. 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 the notice of 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 she has been properly served. The landlord submitted an affidavit with his application stating that he had served the tenant with the notice of hearing personally at the residential premises on 28-August-2025 (LL#1). 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 her absence.
5. There is a written fixed term rental agreement that commenced on 4-August-2025. Rent is \$2300.00 per month, due on the first day of each month. A security deposit of \$1725.00 was paid in installments on August 4th (\$40.25), August 8th (\$1000.00) and August 21st (\$684.75) and is in the landlord’s possession.
6. The landlord amended the application to increase rent paid from \$2300.00 as per the application to \$3884.75 to include the month of September. Also, the landlord is seeking hearing expenses.

Issues before the Tribunal

7. The landlord is seeking:

- An order for vacant possession of rented premises
- Rent paid \$3884.75
- Hearing expenses \$50.00
- Security deposit applied monies owed \$1725.00

Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 19: Notice where failure to pay rent. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Policy*: Section 12-1: Recovery of costs.

Issue # 1: Vacant Possession of the Rented Premises

Relevant Submission

9. The landlord submitted a copy of a termination notice with cause under Section 19: Notice where failure to pay rent and Section 20: Notice where material term of agreement contravened. The notice is signed and dated for 11-August-2025, with a termination date of 22-August-2025 (LL#2).

Landlord's Position

10. The landlord's representative testified that rent is in arrears dating back to the commencement of the tenancy and he stated that he is seeking vacant possession.

Analysis

11. 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.

12. The tenant was in rent arrears in excess of the 5 days when the termination notice was served. On the date of termination, 22-August-2025 the tenant was still in arrears. I asked the landlord how the termination notice was served, and he responded that it was served personally at the residential premises on 11-August-2025 and posted to the door. 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. As the landlord's claim for vacant possession succeeds under Section 19 of the *Act*, there is no need to further analyze section 20 of the *Act*.

Decision

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

Issue # 2: Rent Paid \$3884.75

Relevant Submission

14. The landlord testified that rent is outstanding in the amount of \$3884.75 and he submitted a rental ledger to support the claim (LL#3). See breakdown of rental ledger below:

Rental Ledger 2025-0736-NL			
Date	Action	Amount	Total
August 1, 2025	rent due	\$2,300.00	\$2,300.00
August 21, 2025	payment	-\$715.25	\$1,584.75
September 1, 2015	rent due	\$2,300.00	\$3,884.75

Landlord's Position

15. The landlord testified that rent is in arrears dating back to the commencement of the tenancy and the current outstanding balance including the month of September is \$3884.75. The landlord stated that he is seeking rent to be paid in full.

Analysis

16. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid by a tenant(s) during the use or occupancy of a residential premises. The rental ledger is amended to show a daily rate for September as this tribunal does not consider future rent (see below).

Amended Ledger 2025-0736-NL			
Date	Action	Amount	Total
August 4, 2025	rent due	\$2,300.00	\$2,300.00
August 21, 2025	Payment	-\$715.25	\$1,584.75
September 1-15, 2025	rent due (15 days)	\$1,134.30	\$2,719.05

Daily rate: $\$2300 \times 12 \text{ mths} = \$27,600$
 $\$27,600 / 365 \text{ days} = \75.62 per day

17. I find that rent is outstanding up to and including 15-September-2025 in the amount of \$2719.05.

18. The tenant shall pay a daily rate of \$75.62 effective 16-September-2025, until such time as the landlord regains possession of the property.

Decision

19. The landlord's claim for rent paid succeeds in the amount of \$2719.05.

Issue # 3: Hearing expenses \$50.00

20. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and incurred *Commissioner of Oath* fees in the amount of \$30.00. The landlord submitted a copy of the receipts to support the claim (LL#4). In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, filing fees and other administrative fees can be claimable costs. As the landlord's claim for losses has been successful, I find that the tenant is responsible for the landlord's hearing expenses.

Decision

21. The landlord's claim for hearing expenses succeeds in the amount of \$50.00.

Issue # 4: Security deposit applied against monies owed \$1725.00

Analysis

22. 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).*

23. The landlord's claim for losses has been successful as per paragraphs 19 and 21 above, and as such I find that the landlord's claim to have the security deposit applied against monies owed succeeds. 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 rate for 2025 is 1%.

Decision

24. The landlord's claim to have the security deposit applied against monies owed succeeds.

Summary of Decision

25. The tenant shall pay the landlord \$1042.65 as follows:

Rent paid	\$2719.05
Hearing expenses	50.00
Less: Security deposit & interest	1726.40
 Total	 \$1042.65

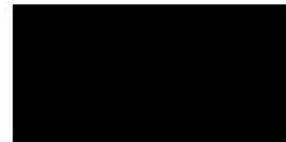
26. The tenant shall pay a daily rate of rent beginning 16-September-2025 of \$75.62, until such time as the landlord regains possession of the property.

27. The tenant shall vacate the property immediately.

28. 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.

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

September 16, 2025
Date



Pamela Pennell, Adjudicator
Residential Tenancies Office