

Residential Tenancies Tribunal

Application 2025-0738-NL

Michael Reddy
Adjudicator

Introduction

1. Hearing called at 9:15 AM on 24 September 2025 via teleconference.
2. The applicant, [REDACTED], was represented by [REDACTED], hereinafter referred to as the landlord.
3. The respondent [REDACTED], hereinafter referred to as the tenant, did not attend and was not represented.

Preliminary Matters

4. The tenant was not present or represented at the hearing. I was unable to reach them by telephone at the start of hearing; however, a 15-minute grace period was afforded. 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 he/she has been properly served. The landlord submitted an affidavit along with proof of service, stating that they had served the tenant with the notice of the hearing by Registered Mail ([REDACTED]) on 05-September-2025 (L#1), and Canada Post Tracking confirms that it was available for pick up by the tenant on 09-September-2025 (L#2). 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 his absence.
5. There was a month-to-month rental agreement which commenced 14 December 2021 (L#3). Rent is currently set at \$1095.00 and due on 15th of each month. A security deposit of \$348.00 was paid prior to occupancy in December 2021 and remains in the landlord's possession.

6. The landlord amended the application and was seeking rental arrears in the amount of \$3681.00.

Issues before the Tribunal

7. The landlord is seeking:
 - Vacant Possession of the rented premises
 - Rental arrears in the amount of \$3681.00
 - Hearing expenses in the amount of \$20.00

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** (the **Act**).
9. Also, relevant and considered in this decision are Sections 18 and 35 of the **Act**, as well as Residential Tenancies Policy 12-01.

Issue 1: Vacant Possession of the Rental Premises

Relevant Submission

10. The landlord submitted a copy of a termination notice (L#4) issued to the tenant on 12 May 2025 by e-mail (L#5) under Section 18: Landlord's Notice to Terminate- Standard, with a termination date of 15 August 2025. The landlord testified the termination notice was also issued to the tenant by courier. On the date of the hearing (24 September 2025), the landlord testified the tenant remains in the rental premises.

Analysis

11. To receive an order of vacant possession, a termination notice must be determined as valid.
12. The notice was served under Section 18 of the *Residential Tenancies Act, 2018* which states:

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

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

13. On examination of the termination notice (L#4), I find that the notice served on 12 May 2025 had a termination date of 15 August 2025. The landlord testified rent was due on the 15th of each month. As the termination date identified on the notice is not the end of the rental period and the date the tenant is required to move out, the termination notice does not follow the requirements of Section 18(2)(b).

14. According to the reason identified above, I find the termination notice issued by the landlords to be not valid.

Decision

15. The termination notice issued by the landlord on 12 May 2025 is not a valid notice.

Issue 2: Rental Arrears

Landlord Position

16. The landlord testified that the tenant began accumulating rental arrears in May 2025. The landlord stated the tenant was receiving financial support from both the Department of Social Supports and Wellbeing and Family Benefits from the health authority and since August 2025, there has been no rent received. The landlord is seeking payment in full and submitted a rental ledger (L#6) in support of their claim.

Analysis

17. Rent is required to be paid under a rental agreement by a tenant during the use or occupancy of a residential premises. Non-payment of rent is a violation of the rental agreement.

18. Based on the evidence provided, rental arrears are owed. Rent for September is calculated on a prorated basis to the date of the hearing as this Tribunal does not consider future rent. See amended ledger reproduced below:

Date	Transaction	Amount Due	Paid	Balance
1 May 25	Payment	\$598.00	\$598.00	\$0.00
15 May 25	Rent due	\$1095.00	\$0.00	\$1095.00

30 May 25	Payment	\$1095.00	\$598.00	\$497.00
15 June 25	Rent due	\$1095.00	\$0.00	\$1592.00
30 June 25	Payment	\$1592.00	\$598.00	\$994.00
15 July 25	Rent due	\$1095.00	\$0.00	\$2089.00
1 Aug 25	Payment	\$1095.00	\$598.00	\$1491.00
15 Aug 25	Rent due	\$1095.00	\$0.00	\$2586.00
15 - 24 Sept 25	Rent due	\$360.00	\$0.00	\$2946.00

Daily rate: \$1095.00 X 12 months = \$13,140.00/ year
\$13,140 / 365 days = \$36.00 / day

Decision

19. The landlord's claim for rental arrears succeeds in the amount of \$2355.00 determined as follows: \$2586.00 outstanding arrears + \$360.00 for September 2025 (up to 24 September 2025) = \$2946.00.

Issue 3: Hearing Expenses

Relevant Submission

20. The landlord offered evidence (L#7) of the application fee and is seeking compensation.

Analysis

21. As the application partially succeeds, in accordance with the Residential Tenancies Program Policy 12-001, the landlord claim for hearing expenses succeeds.

Decision

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

Summary of Decision

23. The termination notice issued by the landlord on 12 May 2025 is not a valid notice.

24. The landlord is entitled to the following:

- The tenant shall pay to the landlord \$2966.00 as follows:

Rental Arrears.....\$2946.00
Hearing expenses.....\$20.00

- The tenant shall pay rent as required while remaining in occupancy of the rental premises.

7 November 2025

Date



Michael Reddy, Adjudicator
Residential Tenancies Office