

## Residential Tenancies Tribunal

Application 2025-0779-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 29-September-2025 at 2:00 pm.
2. The applicant of the initial claim, [REDACTED], hereinafter referred to as the landlord, was represented at the hearing by [REDACTED], who 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 via registered mail on 11-September-2025 at 1:10 pm. Proof of service was also provided. Checking the tracking number [REDACTED] revealed that the package was successfully delivered to the apartment building's mailbox. 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 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: Unpaid Rent**

9. The landlord claims \$6880.00 in unpaid rent. A rental ledger was provided in support of this (LL#2) showing a balance of \$7331.00 on 1-August-2025. The landlord explained that since the ledger was provided two payments of \$451 were received and the monthly rent of \$451/month was debited for the month of September 2025.
10. I accept the landlord's uncontradicted testimony. However, this tribunal does not deal in future rent and cannot award rent for days which 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. In this case, the daily rate is  $\$451/\text{month} \times (12 \text{ months}/365 \text{ days}) \approx \$14.83/\text{day}$ . Calculated to the date of the hearing, the rent owing for September is \$429.99. The total rent owing is \$6858.99.

## **Issue 2: Vacant Possession**

11. 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 labeled LL#3.
12. LL#3 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. 19 of the *Act*. It therefore complies with s. 34.
13. LL#3 is signed by the landlord. It states the date on which the rental agreement is to terminate. It was served on the tenant via registered mail, in accordance with s. 35(2)(e) of the *Act*. It therefore complies with s. 19(4).
14. LL#3 was sent by registered mail on 11-August-2025. S. 35(5) states that for the purpose of section 35, service of documents, when a notice or document is sent by registered mail it shall be considered to have been served on the fifth day after mailing. LL#3 was therefore served on 16-August-2025. It gives a move out date of 22-August-2025, which is less than 10 clear days thereafter. LL#3 therefore invalid under s. 19(1)(b).
15. LL#3 is invalid. The landlord's claim for an order of vacant possession fails.

## **Decision**

16. The landlord's claim for unpaid rent succeeds in the amount of \$6858.99.
17. The landlord's claim for an order of vacant possession fails.
18. The landlord was successful in their claim and may therefore seek to be reimbursed for their reasonable hearing expenses. In this case they seek only the \$20.00 application fee, which is granted.

## **Summary of Decision**

19. The termination notice dated 11-August-2025 is invalid.

20. The tenant shall pay to the landlord \$6878.99 as follows:

Unpaid Rent.....	\$6858.99
Hearing Expenses.....	\$20.00
Total.....	\$6878.99

2-October-2025  
Date

  
Seren Cahill  
Residential Tenancies Office