

## Residential Tenancies Tribunal

Application 2025-0793-NL & 2025-0794-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 24-September-2025 at 9:01 am.
2. The applicant of the initial claim, [REDACTED], hereinafter referred to as the landlord, attended via teleconference.
3. The respondent and counter-applicant, [REDACTED], hereinafter referred to as the tenant, also attended via teleconference.

### Preliminary Matters

4. Both parties acknowledged that they were properly served.

### 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 \$5600.00 in unpaid rent. The tenant agrees that they owe \$5600.00 in unpaid rent.
- 10. The \$5600.00 figure includes the full monthly rent of \$1700/month for the month of September 2025. 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 found by multiplying the monthly rent by the 12 months and dividing by the 365 days of the year. In the present case the daily rate is  $\$1700/\text{month} \times (12 \text{ months}/365 \text{ days}) \approx \$55.89/\text{day}$ . Calculated to the date of the hearing, the rent owing for September is \$1341.37. The total rent owing as of the date of the hearing is \$5241.37.
- 11. The landlord's claim for unpaid rent succeeds in the amount of \$5241.37.

#### **Issue 2: Vacant Possession**

12. 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 copy of a termination notice labeled LL#1.
13. LL#1 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 the notice is given. It states it was given under s. 19 of the *Act*. It therefore complies with s. 34.
14. LL#1 was signed by the landlord. It states the date on which the tenancy agreement is to terminate. It was served on the tenant personally in accordance with s. 35(2)(a) of the *Act*. It therefore complies with s. 19(4).
15. The landlord testified that LL#1 was served on the tenant on 7-August-2025. The tenant testified that it was served on 9-August-2025. It gives a termination date of 17-August-2025. S. 19(1) requires that the termination date be not less than ten days after the date it is served on the tenant. "Not less" is equivalent to "at least," each indicating equal to or more than 10 days. According to s. 22(k) of the *Interpretation Act*, RSNL1990 c I-19, a number of days expressed as "at least" a number, the 1<sup>st</sup> day and the last shall be excluded. In other words, there must be 10 days between the date the notice is served and the termination date. Whether LL#1 was served on 7-August-2025 or 9-August-2025, there were not ten clear days between the date it was served and the termination date. LL#1 does not comply with s. 19(1) and is therefore invalid.

### **Decision**

16. The landlord's claim for unpaid rent succeeds in the amount of \$5241.37.
17. The termination notice dated 7-August-2025 is invalid.
18. The landlord's claim for an order of vacant possession fails.
19. Both claims were successful in part. No order is made regarding hearing expenses.

### **Summary of Decision**

20. The termination notice dated 7-August-2025 is invalid.
21. The tenant shall pay to the landlord \$5241.37 in unpaid rent.

26-September-2025

Date

  
Seren Cahill  
Residential Tenancies Office