

Residential Tenancies Tribunal

Application 2025-0798-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 2:00 p.m. on 29-September-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as “the tenants” did not attend.

Preliminary Matters

4. The tenants were 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 the notice of hearing 10 clear days prior to the hearing date and, where the respondents fail 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 landlord submitted an affidavit with her application stating that she had served the hearing documents upon the tenants via prepaid registered mail ([REDACTED]) on 11-September-2025 (LL#1). The landlord confirmed that the mail was addressed to both tenants. *Canada Post* tracking indicates that the mail was retrieved on 12-September-2025. In accordance with the *Residential Tenancies Act, 2018* this is good service. As the tenants were properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in their absence.
5. There is a written month-to-month rental agreement that commenced on 5-March-2021. Rent is \$1350.00 per month, due on the first day of each month. A security deposit of \$400.00 was paid in March 2021 and is in the landlord’s possession.
6. The landlord amended the application to increase rent paid from \$1700.00 as per the application to \$3050.00 to include the month of September. Also, the landlord is seeking hearing expenses. The disposition of the security deposit shall be dealt with in this decision.

Issues before the Tribunal

7. The landlord is seeking:
 - An order for vacant possession of rented premises

- Rent paid \$3050.00
- Compensation paid for inconvenience \$16.78
- Hearing expenses \$42.25
- Security deposit applied monies owed \$400.00

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. The notice is signed and dated for 29-August-2025, with a termination date of 10-September-2025 (LL#2).

Landlord's Position

10. The landlord testified that rent is in arrears dating back to July 2025 and she stated that she 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 tenants were in rent arrears in excess of the 5 days when the termination notice was served. On the date of termination, 10-September-2025 the tenants were 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.

Decision

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

Issue # 2: Rent Paid \$3050.00

Relevant Submission

14. The landlord testified that rent is outstanding in the amount of \$3050.00 and she submitted a rental ledger to support the claim (LL#3). See breakdown of rental ledger below:

| Rental Ledger 2025-0798-NL | | | |
|----------------------------|----------|-------------|------------|
| Date | Action | Amount | Total |
| June 30, 2025 | Balance | | \$0.00 |
| July 1, 2025 | Rent due | \$1,350.00 | \$1,350.00 |
| July 1, 2025 | Payment | -\$1,000.00 | \$350.00 |
| August 1, 2025 | Rent due | \$1,350.00 | \$1,700.00 |
| September 1, 2025 | Rent due | \$1,350.00 | \$3,050.00 |

Landlord's Position

15. The landlord testified that rent is in arrears dating back to July 2025 and the current outstanding balance including the month of September is \$3050.00. The landlord stated that she 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 Rent Ledger 2025-0798-NL | | | |
|----------------------------------|--------------------|-------------|------------|
| Date | Action | Amount | Total |
| June 30, 2025 | Balance | | \$0.00 |
| July 1, 2025 | Rent due | \$1,350.00 | \$1,350.00 |
| July 1, 2025 | Payment | -\$1,000.00 | \$350.00 |
| August 1, 2025 | Rent due | \$1,350.00 | \$1,700.00 |
| September 1-29, 2025 | Rent due (29 days) | \$1,287.02 | \$2,987.02 |

Daily rate: $\$1350 \times 12 \text{ mths} = \16200
 $\$16200 / 365 \text{ days} = \44.38 per day

17. I find that rent is outstanding up to and including 29-September-2025 in the amount of \$2987.02.

18. The tenants shall pay a daily rate of \$44.38 effective 30-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 \$2987.02.

Issue # 3: Compensation paid for inconvenience \$16.78

Landlord's Position

20. The landlord testified that she incurred postal fees back in February 2025 when she sent a termination notice to the tenants via prepaid registered mail and she is seeking to be reimbursed \$16.78 for the cost. The landlord submitted a copy of the receipt from *Canada Post* to support the claim (LL#4).

Analysis

21. The landlord chose to use prepaid registered mail to serve the termination notice and that was her choice to do so. I find that the cost of postal fees to serve termination notices fall under the cost of doing business. For that reason, I find that the tenants are not responsible for the landlord's postal fees.

Decision

22. The landlord's claim for compensation paid for inconvenience does not succeed.

Issue # 4: Hearing expenses \$42.25

Analysis

23. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and incurred postal fees in the amount of \$22.25. The landlord submitted a copy of the receipts to support the claim (LL#5). In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, filing fees and other administrative fees related to serving hearing documents can be claimable costs. As the landlord's claim for losses has been successful, I find that the tenants are responsible for the hearing expenses.

Decision

24. The landlord's claim for hearing expenses succeeds in the amount of \$42.25.

Issue # 4: Security deposit applied against monies owed \$400.00

Analysis

25. 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).*

26. The landlord's claim for losses has been successful as per paragraphs 19 and 24 above, and as such I find that the security deposit shall be applied against monies owed. 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 2021-2023 was 0% and is currently 1% for 2024-2025.

Decision

27. The security deposit shall be applied against monies owed.

Summary of Decision

28. The tenants shall pay the landlord \$2622.28 as follows:

| | |
|--|---------------|
| Rent paid | \$2987.02 |
| Hearing expenses | 42.25 |
| Less: Security deposit & interest | 406.99 |
| Total | \$2622.28 |

29. The tenants shall pay a daily rate of rent beginning 30-September-2025 of \$44.38, until such time as the landlord regains possession of the property.

30. The tenants shall vacate the property immediately.

31. The tenants 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.

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

October 6, 2025
Date



Pamela Pennell, Adjudicator
Residential Tenancies Office