

Residential Tenancies Tribunal

Application 2025-0803-NL

Michael Reddy
Adjudicator

Introduction

1. Hearing was called at 2:00 p.m. on 29-September-2025 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended.
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. I was unable to reach them by telephone at the start of hearing as contact information was unavailable; 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 12-September-2025 (L#1), and Canada Post Tracking confirms that it was available for pick up by the tenant on 16-September-2025. 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 their absence.
5. There was a month-to-month rental agreement which commenced approximately 15-years ago in 2010. Rent is currently set at \$800.00 and due on 1st of each month. A security deposit of \$372.00 was paid prior to the tenant moving in and remains in the landlord’s possession.
6. The landlord amended their application include hearing expenses in the amount of \$38.12.

Issues before the Tribunal

7. The landlord is seeking:
 - Vacant Possession of the rented premises; and
 - Hearing expenses \$38.12.

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 19 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#2) issued to the tenant on 6-August-2025 under section 19: notice where failure to pay rent, with a termination date of 17-August-2025.

Landlord's Position

11. The landlord testified that rent has been in arrears since August-2025, and that the termination notice was served on the tenant on 5-August-2025 by posting it in a conspicuous place on the tenant's rental premises. The landlord is seeking vacant possession of the rented premises.

Analysis

12. To receive an order of vacant possession, a termination notice must be determined as valid.
13. Section 19 of the **Act** states the following:

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.*

14. While I accept the landlord's uncontested testimony, I note that rent is due on the 1st of each month. The termination notice was issued on the 5th day that rent was overdue, on 6-August-2025. Section 19(1)(b) stipulates that rent must be overdue for 5 days or more *before* the landlord can issue a termination notice to the tenant to vacate the premises not less than 10 days after the notice is served on the tenant. This means that the earliest date that the landlord could have issued a notice of termination under section 19 of the **Act** would have been 7-August-2025.
15. The termination notice does not meet the timeline requirements as per Section 19(1)(b) of the **Act**, rendering the notice invalid.

Decision

16. The landlord's claim for an order for vacant possession of the rented premises does not succeed.

Issue 2: Hearing Expenses \$38.12

Landlord's Position:

17. The landlord provided receipts (L#3) demonstrating payment of a \$20.00 application fee and \$18.12 in registered mail costs and is seeking reimbursement.

Analysis

18. In accordance with Residential Tenancies Policy Section 12-1, hearing fees and costs associated with serving the other party with the application can be claimable costs. However, as the landlord's claim has not been successful, I find that the tenant is not responsible for the hearing expenses.

Decision

19. The landlord's claim for hearing expenses does not succeed.

Summary of Decision

20. The landlord's claim for an order for vacant possession of the rented premises does not succeed.
21. The landlord's claim for hearing expenses does not succeed.

22 October 2025

Date



Michael Reddy, Adjudicator
Residential Tenancies Office