

Residential Tenancies Tribunal

Application 2025-0820-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 1-October-2025 at 1:53 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, also attended via teleconference.

Preliminary Matters

4. There was some dispute over the issue of service. The tenant initially asked for a postponement. However, before a final decision was reached, the tenant withdrew his request for a postponement and stated he would consent to the hearing proceeding. I am satisfied that the tenant was properly served notice of the hearing based on the materials submitted by the landlord (LL#1-LL#3).

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 \$5800.00 in unpaid rent, consisting of the monthly rent of \$1450/month for the months of July 2025 to October 2025. The tenant did not dispute that they owed this rent.

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 begun. 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 the present case, $\$1450.00/\text{month} \times (12 \text{ months}/365 \text{ days}) \approx \$47.67/\text{day}$. As of the date of the hearing, the

amount owing for October 2025 is therefore \$47.67. The total rent owing as of the date of the hearing is \$4397.67.

11. The landlord also claimed \$75.00 in late fees. S. 15(1) of the *Act* states where a tenant does not pay rent for a rental period within the time stated in the rental agreement, the landlord may charge the tenant a late payment fee in an amount set by the minister. The minister has set the rate for late fees at \$5.00 for the first day and \$2.00 for each day thereafter, to a maximum of \$75.00. As rent has been overdue for more than 35 days, the maximum late fee applies.
12. The landlord's claim for unpaid rent succeeds in the amount of \$4397.67.
13. The landlord's claim for late fees succeeds in the amount of \$75.00.

Issue 2: Vacant Possession

14. To receive an order for vacant possession a landlord must provide a valid termination notice. The landlord submitted a termination notice labelled LL#5.
15. LL#5 is in writing in the form prescribed by the minister. It contains the name and address of the recipient. It identifies the residential premises it regards. It identifies itself as being issued under s. 18 of the *Act* when in fact it was issued under s. 19 of the *Act*. LL#5 does not comply with s. 34(d) and is therefore invalid.
16. Even if I considered LL#5 as being issued under s. 18 rather than s. 19, it would then be invalid under s. 18 as it provides only 9 clear days' notice, whereas s. 18 requires 3 full months' notice.

Decision

17. The landlord's claim for unpaid rent succeeds in the amount of \$4397.67
18. The landlord's claim for late fees succeeds in the amount of \$75.00.
19. LL#5 is invalid. The landlord's claim for an order of vacant possession fails.

Summary of Decision

20. The termination notice dated 6-August-2025 is invalid.
21. The tenant shall pay to the landlord \$4472.67 as follows:

Unpaid Rent.....	\$4397.67
Late Fees.....	\$75.00
Total.....	\$4472.67

3-October-2025
Date


Seren Cahill
Residential Tenancies Office