

Residential Tenancies Tribunal

Application # 2025-0830-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 2-October-2025 at 9:15 am.
2. The applicant of the claim, [REDACTED], hereinafter referred to as the landlord, was represented 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 landlord submitted an affidavit (LL#1) with their application stating that they had served the tenant with notice of the hearing by registered mail on 19-September-2024 at 10:21 pm. The landlord clarified that this was an error and it was actually mailed on 16-September-2025. Checking the tracking number, [REDACTED] confirmed this. Proof of service was also provided. 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 \$2893.00 in unpaid rent. A rental ledger was provided in support of this (LL#3).
10. I accept the landlord's uncontradicted testimony. However, the \$2893.00 total includes the full monthly rent of \$263.00/month for the current month. This tribunal does not deal in future rent and will not 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 the present case, the daily rate is $\$263.00/\text{month} \times (12 \text{ months}/365 \text{ days}) \approx \$8.65/\text{day}$. Calculated to the date of the hearing, the rent owing for October is \$17.29. The total rent owing is therefore \$2647.29.
11. The landlord's claim for unpaid rent succeeds in the amount of \$2647.29.

Issue 2: Vacant Possession

12. To receive an order for vacant possession a landlord must provide a valid termination notice. The landlord submitted a termination notice labelled LL#4.
13. LL#4 is in writing but is not in the form prescribed by the minister. S. 22(f) of the *Interpretation Act*, RSNL 1990 c I-19 states that where a form is prescribed, deviations from the form not affecting the substance nor calculated to mislead, do not invalidate the form used. Not being in the form prescribed by the minister does not necessarily, therefore, invalidate LL#4. It contains the name and address of the recipient. It identifies the residential premises it regards. It identifies itself as being issued under s. 19 of the *Act*. It therefore complies with s. 34 of the *Act*.
14. LL#4 was signed by an agent of the landlord. It states the date on which the tenancy agreement is to terminate. It was served on the tenant by registered mail, as per s. 35(2)(e) of the *Act*. It therefore complies with s. 19(4).
15. The termination notice was issued on 9-September-2025, at which point rent was overdue by more than 5 days. It was sent by registered mail to the tenant on 9-September-2025, so by function of s. 35(5), it was served on 14-September-2025. It gives a termination date of 30-September-2025, which is not less than ten days later. It therefore complies with s. 19(1) of the *Act*.
16. LL#4 complies with all relevant sections of the *Act* and is therefore valid.

Decision

17. The landlord's claim for unpaid rent succeeds in the amount of \$2647.29.
18. The valid termination notice gave a move out date of 30-September-2025. The tenancy agreement ended on that date. Insofar as the tenant still occupies the premise, they are doing so illegally. The landlord's application for an order of vacant possession succeeds.
19. The tenant shall continue to pay rent at the daily rate of \$8.65/day for each day they remain in the premises after 2-October-2025.

20. The landlord was successful in their application and therefore may seek to be reimbursed for their reasonable hearing expenses. They seek only the \$20.00 application fee, which is granted.

Summary of Decision

- 21. The tenants shall vacate the premises immediately.
- 22. The tenants shall pay to the landlord any costs charged to the landlord, by the Office of the High Sherriff, should the landlord be required to have the Sheriff enforce the attached Order of Possession.
- 23. The tenant shall continue to pay rent at the daily rate of \$8.65/day for each day they remain in the premises after 2-October-2025.
- 24. The tenant shall pay to the landlord \$2667.50 as follows:

Unpaid Rent.....	\$2647.50
Hearing Expenses.....	\$20.00
Total.....	\$2667.50

8-October-2025
Date


Seren Cahill
Residential Tenancies Office