

Residential Tenancies Tribunal

Application 2025-0837-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:19 a.m. on 8-October-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 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.
5. The landlord submitted two affidavits with their application stating that they had served the tenants with the notice of hearing electronically via e-mail to [REDACTED] and via text to [REDACTED] on 26-September-2025 (LL#1,2). The landlord also submitted a proof of sent email and text on that date and confirmed that they used this email address and phone number for communication before (LL#3). 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.
6. There is a written month-to-month rental agreement which commenced on 7-January-2025. Rent is \$1075.00 per month due on 6th of each month. A security deposit was not collected.
7. The landlord’s representative amended their application to increase rent from \$2150.00 as per their application to total of \$3225.00 including rent for the month of October, and to include hearing expenses of \$20.00.

Issues before the Tribunal

8. The landlord is seeking:
- An Order for Vacant Possession of the rented premises;
 - Rent paid \$3225.00;
 - Hearing expenses \$20.00.

Legislation and Policy

9. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
10. 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, and the following section of the *Residential Tenancies Policy*, Section 12-1: Costs.

Issue # 1: Vacant Possession of the Rented Premises.

Relevant Submissions:

11. The landlord submitted a copy of a termination notice under Section 19: *Notice where failure to pay rent* (LL#4) that was issued on 8-September-2025 with a termination date of 21-September-2025. The landlord testified that the notice was served by sticking it to the front door of the unit on the same day it has been issued.

Landlord's Position:

12. The landlord testified that rent has not been paid in time continuously and was not paid for the months of August and September, therefore they issued termination notice. The landlord testified that there were no payments made by the tenants after the termination notice was issued. Therefore, the landlord is seeking vacant possession of residential premises.

Analysis

13. 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.*

14. I accept the testimony of the landlord that the rent was not paid in August and September, as the tenants were not present or represented during the hearing to provide their testimony. I also accept the landlord's testimony that the termination notice was issued on 8-September-2025 and that it was properly served on the same date via sticking it on the tenants' door, and that the tenants did not make any payments after the termination notice was issued.

15. I note that the copy of the termination notice contains an incorrect last name for the second tenant. When asked to explain, the landlord stated that he believed both tenants shared the same last name, as he had contact information only for the female tenant and assumed the same surname applied to both. He later learned that the tenants have different last names. The landlord also explained that, although there was a written rental agreement, he could not find it and believes the tenants may not have returned a signed copy, which contributed to the confusion.

16. I accept the landlord's explanation and find that this was an honest mistake. As the first name of the tenant was correct, the address of the rental premises was accurate, and the last name used was that of one of the tenants, I find that both tenants would have understood that the termination notice was intended for them. Therefore, I find this error to be minor and not sufficient to invalidate the notice.

17. Based on the evidence and testimony presented, I find that the termination notice issued by the landlord is valid. I accept that the tenants were in rent arrears in excess of 5 days when the termination notice was issued on 8-September-2025. I accept that on the date of termination, 21-September 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.

18. I find that the tenants should have vacated the property by 21-September-2025.

Decision

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

Issue # 2: Rent paid \$3225.00

Landlord's Position:

20. The landlord is seeking rent in the amount of \$3225.00 for August, September and October. The landlord stated that after issuing a termination notice, there was no communication received from the tenants, and therefore after termination date of 21-September, on 22-September the landlord issued a notice of abandonment and posted a 24-hour notice on the door of the unit. According to the landlord, before the 24-hour period expired, they received a message from one of the tenants stating that, although she had not been residing in the unit for two months, the landlord was not permitted to enter the unit because

the premises were not abandoned, and her belongings were still inside. The landlord testified that, given this situation, and since the tenant did not permit him to enter the premises as they were not abandoned, the landlord believed that this indicates that the tenancy was still ongoing and that the tenants are still responsible for rent. The landlord is seeking rent to be paid in full.

Analysis

21. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid under a rental agreement by a tenant during the use or occupancy of a residential premises, when the tenant is entitled to use or occupy the residential premises whether the tenant actually uses or occupies it.
22. I accept the landlord's testimony that rent was not paid by the tenants since August, as the tenants were not present or represented during the hearing to provide their account. I accept the landlord's testimony that a notice of abandonment was issued a day after the move out date stated in the termination notice and I accept the landlord's statement that the tenants indicated that the unit was not abandoned and that the tenants' belongings remained in the unit, therefore I find that the tenants are responsible for rent payments.
23. The rental ledger is amended to show a daily rate for October-2025 as this tribunal does not consider future rent (see below). I find that the tenants are responsible for outstanding rent until 8-October-2025 in the amount of \$2256.02. This amount will be calculated as follows:

Amended Rental Ledger 2025-0837-NL			
Date	Action	Amount	Total
August 5, 2025	balance		\$0.00
August 6, 2025	Rent due	\$1,075.00	\$1,075.00
September 6, 2025	Rent due	\$1,075.00	\$2,150.00
6-8 October, 2025	Rent due	\$106.02	\$2,256.02

Daily rate: $\$1075 \times 12 \text{ mths} = \12900.00
 $\$12900 / 365 \text{ days} = \35.34 per day
 $\$35.34 \times 3 \text{ days} = \106.02

24. The tenant shall pay a daily rate of \$35.34, effective 9-October-2025, until such time as the landlord regains possession of the property.

Decision

25. The landlord's claim for rent succeeds in the amount of \$2256.02.

Issue # 3: Hearing expenses \$20.00.

Relevant Submission

26. The landlord paid \$20.00 for the application fee and is seeking reimbursement. The landlord submitted a copy of the receipts to support the claim (LL#5).

Analysis

27. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual*: Costs, and as the landlord's claim was successful as per paragraphs 19 and 25, the landlord will be awarded with \$20.00.

Decision

28. The landlord's claim for hearing expenses succeeds in the amount of \$20.00.

Summary of Decision

29. The tenants shall pay the landlord \$2276.02 as follows:

Rent	\$2256.02
Hearing expenses.....	\$20.00
 Total	 \$2276.02

30. The tenants shall pay a daily rate of rent beginning 9-October-2025 of \$35.34, until such time as the landlord regains possession of the property.

31. The tenants shall vacate the property immediately.

32. 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.

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

October 14, 2025
Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office