

Residential Tenancies Tribunal

Application 2025-0843-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 2:00 p.m. on 8-October-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, was represented by [REDACTED], who attended by 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.
5. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of the hearing via prepaid registered mail, tracking number # [REDACTED] on 18-September-2025 (LL#1). 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.
6. There is a written month-to-month rental agreement which commenced on 1-August-2014. Rent is \$1053.00 per month due on 1st of each month. A security deposit was not collected.
7. The landlord’s representative amended their application to increase rent from \$30068.00 as per their application to total of \$31121.00 including rent for the month of October.

Issues before the Tribunal

8. The landlord is seeking:
 - An Order for Vacant Possession of the rented premises;
 - Rent paid \$31121.00;

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.

Issue # 1: Vacant Possession of the Rented Premises.

Relevant Submissions:

11. The landlord submitted a copy of termination notice under Section 19: *Notice where failure to pay rent* (LL#2) that was issued on 21-May-2025 with a termination date of 30-June-2025. The landlord's representative testified that the notice was served by prepaid registered mail on the same day it has been issued.

Landlord's Position:

12. The landlord's representative stated that the tenant made frequent rent payments in the past, and the last partial payment received was in April-2025. They further indicated that rent had not been paid for a significant period prior to the issuance of the termination notice. As a result, the landlord is seeking vacant possession of the rental premises, citing that rent has not been paid in a timely manner and has been in arrears for an extended period.

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's representative that the rent was not paid in full on time and had been in arrears for a considerable period prior issuance of the termination notice, as the tenant was not present or represented during the hearing to provide their testimony.
15. I also accept the landlord's representative testimony that the termination notice was issued on 21-May-2025 and that it was properly served on the same date via prepaid registered mail, and that the tenant did not make any payments after the termination notice was issued.
16. Based on the evidence and testimony presented, I find that the termination notice issued by the landlord is valid. I accept that the tenant was in rent arrears in excess of 5 days when the termination notice was issued on 21-May-2025. I accept that on the date of termination, 30-June the tenant was 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.
17. I find that the tenant should have vacated the property by 30-June-2025.

Decision

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

Issue # 2: Rent paid \$31121.00

Relevant Submissions:

19. The landlord submitted a rental ledger indicating the amount the tenant owes (LL#3).

Landlord's Position:

20. The landlord's representative stated that rent has not been paid for a significant period, and when payments were made previously, they were either incomplete or not made on time. The arrears have remained outstanding for an extended duration. Additionally, the landlord's representative stated that the tenant remains responsible for rent for the month of October. 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.
22. I accept the landlord's representative's testimony that rent was not paid by the tenant at all since April and was in arrears for a significant period, as the tenant was not present or represented during the hearing to provide their account.
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 \$30344.88. This amount will be calculated as follows:

Amended Rental Ledger 2025-0843-NL			
Date	Action	Amount	Total
September 27, 2016	balance		\$0.00
March 31, 2025	balance	\$24,750.00	\$24,750.00
April 1, 2025	Rent due	\$1,053.00	\$25,803.00
April 9, 2025	Payment	-\$1,000.00	\$24,803.00
May 1, 2025	Rent due	\$1,053.00	\$25,856.00
June 1, 2025	Rent due	\$1,053.00	\$26,909.00
July 1, 2025	Rent due	\$1,053.00	\$27,962.00
August 1, 2025	Rent due	\$1,053.00	\$29,015.00
September 1, 2025	Rent due	\$1,053.00	\$30,068.00
October 1-8, 2025	Rent due	\$276.88	\$30,344.88

Daily rate: $\$1053 \times 12 \text{ mths} = \12636.00
 $\$12636 / 365 \text{ days} = \34.61 per day
 $\$34.61 \times 8 \text{ days} = \276.88

24. The tenant shall pay a daily rate of \$34.61, 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 \$30344.88.

Summary of Decision

26. The tenant shall pay the landlord \$30344.88 for rent.

27. The tenant shall pay a daily rate of rent beginning 9-October-2025 of \$34.61, until such time as the landlord regains possession of the property.

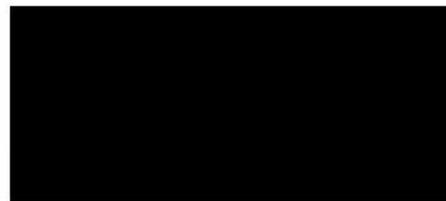
28. The tenant shall vacate the property immediately.

29. The tenant 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.

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

October 14, 2025

Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office