

Residential Tenancies Tribunal

Application 2025-0873-NL

Michael Reddy
Adjudicator

Introduction

1. Hearing was called at 2:00 PM on 21 October 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 and was not represented.

Preliminary Matters

4. The tenant was not present or represented at the hearing. I was unable to reach him by telephone at the start of hearing; 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 (L#1) along with proof of service, stating that he had served the tenant with the notice of the hearing by e-mail ([REDACTED]) on 9-October-2025 at 10:50 AM. 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 his absence.
5. There is a written monthly rental agreement (L#2) which commenced on 17-June-2025. Rent is currently set at \$545.00 and due on the 1st of each month. A security deposit of \$405.00 was collected on 16-June-2025 which remains in the landlord's possession.
6. The landlord amended his application to increase rental arrears to \$1090.00 and utilities to \$206.00.

Issues before the Tribunal

7. The landlord is seeking:

- Vacant Possession of the rental premises
- Rental arrears in the amount \$1090.00
- Payment of utilities in the amount of \$206.00
- Late Fees in the amount of \$75.00
- Hearing expenses in the amount of \$20.00

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 15, 19, 34 and 35 of the **Act**, as well as Residential Tenancies Polices 2-004 and 12-001.

Issue 1: Vacant Possession of the Rental Premises

Relevant Submission

10. The landlord submitted a copy of a termination notice (L#3) issued to the tenant on 17-September-2025 under Section 19: notice where failure to pay rent, with a termination date of 28-September-2025.

Landlord Position

11. The landlord testified that rent has been in arrears since September 2025 and that the termination notice was electronically served on the tenant 17-September-2025 at 3:19 PM. Along with his application, the landlord supplied an updated rental ledger (L#4). The landlord is seeking vacant possession of the rented premises as on the day of the hearing (21 October 2025), the tenant remains in the residence.

Analysis

12. To receive an Order of Vacant Possession, a termination notice must be determined as valid.

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.*

13. I accept the landlord's testimony, as the tenant was not present or represented during the hearing to provide his own testimony. I accept that on the date the termination notice was issued to the tenant rent was overdue for more than 5 days, and the tenant remained in rental arrears on the termination date of 28-September-2025.

14. In accordance with Section 19(1) of the **Act**, the termination notice submitted by the landlord provided the tenant with not less than 10 days from the date the notice was served (28-September-2025) to vacate the premises.

15. The notice is in writing in the form prescribed by the minister. The notice contains the name and address of the recipients. It identifies the residential premises for which it was given. It states it is issued under s. 19 of the Act. It therefore complies with s. 34.

16. The notice met all requirements of Section 19(4) as outlined above and was served on the tenant in compliance with Section 35(2)(f). The termination notice issued on 17-September-2025 meets the requirements of the **Act** and is a valid notice.

17. I find that the tenant should have vacated the property by 28-September-2025.

Decision

18. The landlord's claim for an Order for Vacant Possession of the rented premises succeeds.

Issue 2: Rent paid \$1090.00

Landlord Position

19. The landlord testified that as of the date of the hearing, rent is outstanding in the amount of \$1090.00, inclusive of October-2025. The landlord is seeking payment in full and submitted a rental ledger (L#6) in support of his claim, as reproduced below:

Date	Transaction	Due	Paid	Balance
17-June-2025	Rent Adjustment	\$250.00	\$250.00	\$0.00
1-July-2025	Rent Due	\$545.00	\$0.00	\$545.00
12-July-2025	Payment	\$545.00	\$545.00	\$0.00
1-Aug-2025	Rent Due	\$545.00	\$0.00	\$545.00
5-Aug-2025	Payment	\$545.00	\$545.00	\$0.00
1-Sept-2025	Rent Due	\$545.00	\$0.00	\$545.00
1-Oct-2025	Rent Due	\$1090.00	\$0.00	\$1090.00

Analysis

20. Rent is required to be paid under a rental agreement by a tenant during the use or occupancy of a residential premises. Non-payment of rent is a violation of the rental agreement.

21. Based on the evidence and testimony provided, rental arrears are owed. Rent for October is calculated on a prorated basis to the date of the hearing as this Tribunal does not consider future rent. That calculation is as follows: monthly rent (\$545.00) X 12 months = \$6540.00/year; \$6540.00 ÷ 365 days = \$17.92 per day; &, \$17.92 per day X 21 days = \$376.32.

22. The tenant owes \$921.32 (\$545.00 for September + \$376.32 for October) rental arrears.

23. Beyond 21-October-2025, the tenant shall pay a daily rate of \$17.92 until the landlord regains possession of the unit.

Decision

24. The landlord's claim for rental arrears succeeds in the amount of \$921.32.

Issue 3: Utilities paid \$206.00

Landlord Position

25. The landlord testified there is outstanding utilities due, and the rental agreement included that the four tenants share the costs associated with the power bills.

26. Along with his application, the landlord supplied:

- A statement of utilities demonstrating the tenant an amount owing of \$58.00 for August-2025 utilities and arrears from previous months (L#5);
- A NL Power utilities bill dated 24-September-2025 totaling \$267.32 for the period 25-August-2025 to 24-September-2025 (L#6); and
- A date stamped photo (21-October-2025) of a NL Power meter, demonstrating the same meter number as that on the NL Power bill provided, reading 47,549 kWh (L#7).

27. The landlord is seeking utilities costs in the amount of \$206.00.

Analysis

28. I accept the uncontested testimony of the landlord, and the supporting documentation provided, which demonstrates that the tenant owes \$58.00 for utility expenses incurred in August 2025.

29. The rental agreement (L#2) clearly states that utility costs are to be shared among the tenants of the rental premises. The landlord testified that, as of 21-October-2025, there were four tenants residing in the unit.

30. The NL Power bill dated 24-September-2025 (L#6) shows a total amount of \$267.32 for the billing period of 25-August-2025 to 24-September-2025. When divided equally among the four tenants, each tenant's share amounts to \$66.83. Therefore, the tenant owes \$66.83 for utilities used during that period.

31. The landlord did not provide an actual utility bill for October 2025. However, he submitted a photo of the power meter dated 21-October-2025 (L#7), showing a reading of 47,549 kWh. The previous reading, as indicated on the NL Power bill dated 24-September-2025 (L#6), was 45,766 kWh. This reflects a consumption of 1,783 kWh between 24-September-2025 and 21-October-2025. Using the rate of \$0.15213 per kWh, the estimated cost of electricity for this period is \$271.25. When divided equally among the four tenants, the tenant's share is \$67.81. This method of estimation, based on actual meter readings to the date of hearing and

the applicable rate, is reasonable. Therefore, the tenant owes \$67.81 for utilities consumed during this period.

Decision

32. The landlord's claim for payment of the tenant's utilities claim succeeds in the amount of \$192.64.

Issue 4: Late Fees \$75.00

Landlord Position

33. The landlord is seeking \$75.00 late fees. The landlord testified the tenant has held rental arrears September 2025.

Analysis

34. Section 15 of the Act states:

Fee for failure to pay rent

(1) 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.

Residential Tenancies Policy 2-004: Deposits, Payments and Fees states that "when rent is not paid on time, a landlord may charge a late fee of \$5.00 for the first day rent is in arrears and \$2.00 for each additional day that the rent remains in arrears in any consecutive number of rental periods up to a maximum of \$75.00".

Decision

35. The landlord's claim for late fees succeeds in the amount of \$75.00.

Issue 5: Hearing Expenses \$20.00

Landlord Position

36. The landlord provided a receipt (L#8) demonstrating payment of a \$20.00 application fee and is seeking reimbursement.

Analysis

37. In accordance with Section 12-1 of the Residential Tenancies Policy Manual, filing fees can be claimable costs. As the landlord's claim has been successful, I find that the tenant is responsible for the hearing expenses.

Decision

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

Summary of Decision

39. The tenant shall pay to the landlord \$1208.96 determined as follows:

Rent Arrears.....	\$921.32
Utilities.....	\$192.64
Late Fees.....	\$75.00
Hearing Expenses.....	\$20.00
Total.....	<u>\$1,208.96</u>

40. The tenant shall pay a daily rate of rent beginning on 22 October 2025 of \$17.92 until such as the landlord regains possession of the property.

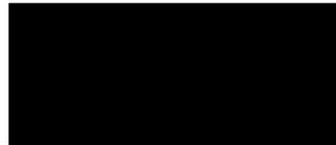
41. The tenant shall vacate the property immediately.

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

43. 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.

10-November-2025

Date



Michael Reddy, Adjudicator
Residential Tenancies Office