

## Residential Tenancies Tribunal

Application 2025-0875-NL

Oksana Tkachuk  
Adjudicator

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### Introduction

1. Hearing was called at 2:25 p.m. on 28-October-2025.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as “the landlords”, 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 landlords submitted an affidavit with their application stating that they had served the tenant with the notice of hearing electronically via e-mail on 9-October-2025 (LL#1). The landlords submitted proof of service and proof confirming that they used this email address for communication before (LL#2,3). 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 15-April-2015. Rent was \$850.00 per month due on 1<sup>st</sup> of each month. A security deposit of \$450.00 was collected at the beginning of the tenancy and is still in the landlords’ possession.

### Issues before the Tribunal

7. The landlords are seeking:
  - An Order for Vacant Possession of the rented premises;

## 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*.
9. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 18: Standard termination notice, Section 19: Notice where failure to pay rent, and following sections of the *Residential Tenancies Policy*, Section 7-1 Notice of Termination.

### Issue # 1: Vacant Possession of the Rented Premises.

#### Relevant Submissions:

10. The landlords submitted two copies of termination notices as follows:
  - under Section 18: *Standard termination notice* on 6-October-2025 to vacate on 31-January-2026 (LL#4);
  - under Section 19: *Notice where failure to pay rent* on 7-October-2025 to vacate on 18-October-2025 (LL#5).

The landlords testified that both notices were served by sticking them to the front door of the unit on the same day they have been issued.

#### Landlords' Position:

11. The landlords testified that they issued a standard termination notice on 6-October-2025 to vacate the premises in three months as required under the Act. However, October rent had not been paid, therefore they issued a termination notice due to failure to pay rent. The landlords testified that there were no payments made by the tenant since September. The landlords are seeking vacant possession of residential premises.

## Analysis

12. According to the Section 7-1 of the *Policy* Termination by More than 1 Notice, *if a termination notice is already in place and a second notice is issued by either party whereby the termination date is earlier than that specified in the first notice, then so long as this second notice is valid, the tenant is required to vacate on the date specified in the second notice*. Therefore, the latest termination notice issued on 7-October-2025 will be analyzed for the purpose of this decision.
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 landlords as the tenant was not present or represented during the hearing to provide their testimony. Therefore, I accept that rent was not paid in October, and that the termination notice was properly served by sticking it to the front door on 7-October-2025, and that the tenant did not make any payments after the termination notice was issued, as stated by the landlords.

15. Based on the evidence and testimony presented, I find that the termination notice issued by the landlords is valid. I accept that the tenant was in rent arrears in excess of the 5 days when the termination notice was issued on 7-October. I accept that on the date of termination, 18-October 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.

16. I find that the tenant should have vacated the property by 18-October-2025.

## **Decision**

17. The termination notice issued on 7-October-2025 is valid termination notice.

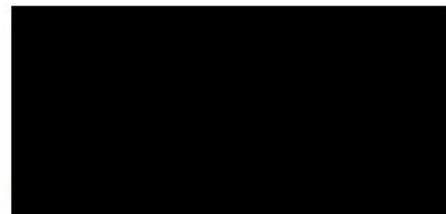
18. The tenant shall vacate the property immediately.

19. The tenant shall pay to the landlords 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.

20. The landlords will be awarded an Order of Possession.

October 30, 2025

Date



Oksana Tkachuk, Adjudicator  
Residential Tenancies Office