

Residential Tenancies Tribunal

Application 2025-0878-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 2:00 p.m. on 20-October-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.

Preliminary Matters

4. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of the hearing electronically via e-mail to [REDACTED], on 9-October-2025, the proof of service was also submitted by the landlord (LL#1). The tenant stated that they had problems with their email and was not aware of today’s hearing; however, did not dispute that the email was sent on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service, I proceeded with the hearing.
5. There is a verbal month-to-month rental agreement which commenced on 1-June-2020. Rent is \$900.00 per month due on 1st of each month. A security deposit was not collected.
6. The landlord amended their application to increase rent from \$2904.88 as per their application to total of \$3804.88 including rent for the month of October.

Issues before the Tribunal

7. The landlord is seeking:
 - An Order for Vacant Possession of the rented premises;
 - Rent paid \$3804.88;
 - Late fees \$75.00;
 - Other expenses \$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*.

9. 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, *Residential Tenancies Policy 2-4*; Deposits, Payments and Fees, Section 12-1 of the *Residential Tenancies Policy*: Costs.

Issue # 1: Vacant Possession of the Rented Premises.

Relevant Submissions:

10. The landlord submitted a copy of termination notice under Section 19: *Notice where failure to pay rent* (LL#2) that was issued on 19-September-2025 with a termination date of 30-September-2025. The landlord testified that the notice was served electronically via e-mail on the same day it has been issued.

Landlord's Position:

11. The landlord stated 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.

Tenants' Position:

12. The tenant confirmed receiving the termination notice and did not dispute that rent 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 both the landlord's and the tenant's 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.
15. I also accept the testimony of both the landlord's and the tenant's that the termination notice was issued on 19-September-2025 and that it was properly served on the same date electronically, 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 19-September-2025. I accept that on the date of termination, 30-September-2025 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-September-2025.

Decision

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

Issue # 2: Rent paid \$3804.88
Late fees \$75.00

Relevant Submissions:

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

Landlord's Position:

20. The landlord stated that the rent arrears have remained outstanding for an extended duration. Additionally, the landlord stated that the tenant remains responsible for rent for the month of October. The landlord is seeking rent to be paid in full.

Tenants' Position:

21. The tenant did not dispute the amount owed as claimed by the landlord.

Analysis

22. *Residential Tenancies Policy 2-4*; Deposits, Payments and Fees states:

Late payment fee:

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.

23. 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.

24. I note that there was a hearing involving the same parties and the same rental premises conducted in the summer of 2025. I have taken that prior order into consideration in the present decision to ensure there is no duplication of the same monetary award.
25. In Decision 2025-0599-NL, the landlord was awarded rent up to and including the month of July and late fees of \$75.00. Therefore, in this decision, the landlord will only be awarded any rent owed since August, as any rent for the same period would result in a duplication of the previous award and cannot be granted again; and, as the landlord has already been awarded the maximum amount allowable per year under the *Policy*, any additional late fee cannot succeed in this decision.
26. 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 tenant is responsible for outstanding rent until 20-October-2025 in the amount of \$2391.60 including late fees. This amount will be calculated as follows:

Amended Rental Ledger 2025-0878-NL			
Date	Action	Amount	Total
July 31, 2025	balance		\$0.00
August 1, 2025	Rent due	\$900.00	\$900.00
September 1, 2025	Rent due	\$900.00	\$1,800.00
October 1-20, 2025	Rent due	\$591.60	\$2,391.60

Daily rate: $\$900 \times 12 \text{ mths} = \10800.00
 $\$10800 / 365 \text{ days} = \29.58 per day
 $\$29.58 \times 20 \text{ days} = \591.6

27. The tenant shall pay a daily rate of \$29.58, effective 21-October-2025, until such time as the landlord regains possession of the property.

Decision

28. The landlord's claim for rent succeeds in the amount of \$2391.60.

Issue # 3: Other expenses \$20.00.

Relevant Submission

29. The landlord paid \$20.00 for the application fee is seeking reimbursement. The landlord submitted a copy of the receipts to support the claim (LL#4).

Analysis

30. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual: Costs*, as the landlord's claim was successful as per paragraphs 18 and 27, the landlord will be awarded with \$20.00.

Decision

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

Summary of Decision

32. The tenant shall pay the landlord \$2411.60 as follows:

Rent	\$2391.60
Other expenses	\$20.00
 Total	 \$2411.60

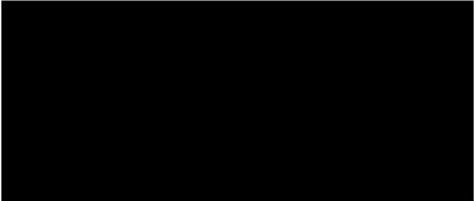
33. The tenant shall pay a daily rate of rent beginning 21-October-2025 of \$29.58, until such time as the landlord regains possession of the property.

34. The tenant shall vacate the property immediately.

35. 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.

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

October 21, 2025
Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office