

## Residential Tenancies Tribunal

Application 2025-0962-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing held on 18-November-2025.
2. The applicant, [REDACTED] hereinafter referred to as the landlord, was represented at the hearing by [REDACTED], who attended via 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. The landlords submitted a pair of affidavits (LL#1 and LL#2) with their application stating that they had served the tenants with notice of the hearing by registered mail on 28-October-2025 at 5:30 pm. The tracking numbers ([REDACTED] and [REDACTED]) were also provided. 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.

### Issues before the Tribunal

5. Should the landlord's claim for unpaid rent and other fees succeed?
6. Should the landlord's claim for an order of vacant possession succeed?
7. What is the proper disposition of the security deposit?

## 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 considered and referred to in this hearing are sections 19(1), 19(4), and 34 of the *Act*, as follows:

### Notice where failure to pay rent

19. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b),

(a) where the residential premises is rented from week to week and the amount of rent payable by a tenant is overdue for 3 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 3 days after the notice is served on the tenant; and

(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.

### Requirements for notices

34. A notice under this Act shall

(a) be in writing in the form prescribed by the minister;

(b) contain the name and address of the recipient;

(c) identify the residential premises for which the notice is given; and

(d) state the section of this Act under which the notice is given.

## Issue 1: Unpaid Rent and Other Fees

10. The landlord seeks unpaid rent in the amount of \$2214.00, late fees in the amount of \$75.00, and NSF fees in the amount of \$150.00. A rental ledger (LL#3) was provided in support of this. The landlord testified that this ledger was accurate to the current date. I accept the landlord's uncontradicted testimony. However, this total includes the full monthly rent for the month of November. This tribunal does not deal in future rent, so a daily rate must be calculated.
11. The correct formula for determining a daily rate is found by multiplying the monthly rent by 12 months and dividing by the 365 days of the year. In this case, the daily rate is  $\$1025/\text{month} \times (12 \text{ months}/365 \text{ days}) \approx \$33.70/\text{day}$ . Calculated to the date of the hearing, the rent owing for November is \$606.58. The total rent owing is therefore \$1795.58.
12. S. 15(1) of the *Act* states that 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. The minister has set the rate for late fees at \$5.00 for the first day and \$2.00 for each day thereafter, to a maximum of \$75.00. The ledger shows that rent has been owing for several months. As rent has been owing for more than 35 days, the maximum late payment fee applies.
13. S. 15(2) of the *Act* states that where a cheque for the payment of rent is returned to a landlord by a financial institution because of insufficient funds, the landlord may charge the tenant a fee in the same amount as the fee charged to the landlord by the financial institution. The rental ledger shows that the landlord was billed \$50.00 in NSF fees three times.

## Decision

14. The landlord's claim for unpaid rent succeeds in the amount of \$1795.58.
15. The landlord's claim for late fees succeeds in the amount of \$75.00.
16. The landlord's claim for NSF fees succeeds in the amount of \$150.00.

## Issue 2: Vacant Possession

17. To receive an order for vacant possession, a landlord must submit a valid termination notice. To be valid, a termination notice must comply with all relevant sections of the *Act*.
18. The landlord submitted a notice labeled LL#4. LL#4 is written in the form prescribed by the minister. It contains the name and address of the recipients. It identifies the residential premises for which it was given. It states it was given under s. 19 of the *Act*. It therefore complies with s. 34.
19. LL#4 was signed by a representative of the landlord. It states the dated on which the rental agreement terminates. It was served on the tenants by posting it to their door in accordance with s. 35(2)(c) of the *Act*. It therefore complies with s. 19(4).

20. LL#4 was issued on 9-September-2025. At this point, rent had been overdue for more than 5 days. It states the termination date as 21-September-2025, which is not less than 10 days later. It therefore complies with s. 19(1) of the *Act*.

#### Decision

21. LL#4 complies with all relevant sections of the *Act* and is therefore valid.

#### **Issue 3: Security Deposit**

22. The landlord is owed moneys and may therefore apply the security deposit against the sum owed. In this case, the security deposit is \$312.50 and was received sometime on or about 1-March-2008.
23. S. 14(7) of the *Act* states that a landlord shall credit interest to the tenant on the full amount or value of the security deposit, at the rate prescribed by the regulations, during the time the security deposit is held by the landlord. The regulations prescribe a simple cumulative interest rate of 1% annual for the years 2008, 2009, 2024, and 2025, and an interest rate of 0% for all other relevant years. Calculated to the date of the hearing, this results in interest totaling \$11.63.

#### Decision

24. The landlord may apply the security deposit and interest, valued at 324.13, against moneys owed.

#### **Summary of Decision**

25. The valid termination notice gave a move out date of 21-September-2025. The tenancy agreement ended on that date. Insofar as the tenants still occupies the premise, they are doing so illegally. The landlord's application for an order of vacant possession succeeds.
26. The landlord was successful in their application and may therefore seek to be reimbursed for their reasonable hearing expenses. They ask for the \$20.00 application fee and \$40.10 in commissioner of oaths fees (for which a receipt was provided, LL#5), which are both granted.
27. The termination notice dated 9-September-2025 is valid.
28. The tenants shall vacate the premises immediately.
29. The tenants shall continue to pay rent at the daily rate of \$33.70/day for each day they remain in the premises after 18-November-2025.
30. The tenants shall pay to the landlord any costs charged to the landlord, by the Office of the High Sherriff, should the landlord be required to have the Sheriff enforce the attached Order of Possession.
31. The tenants shall pay to the landlord \$1756.55 as follows:

Unpaid Rent.....\$1795.58  
Late fees.....\$75.00  
NSF Fees.....\$150.00  
Hearing Expenses.....\$60.10  
Less Security Deposit....-(\$324.13)  
  
Total.....\$1756.55

20-November-2025  
Date

  
Seren Cahill  
Residential Tenancies Office