

Residential Tenancies Tribunal

Application 2025-0979-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 2:00 p.m. on 19-November-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, 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 hearing personally at residential premises on 3-November-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 verbal month-to-month rental agreement which commenced on 1-May-2025. Rent is \$600.00 per month due on 1st of each month. A security deposit of \$300.00 was collected on 28-April-2025 and is in the landlord’s possession.
7. The landlord amended their application to increase rent from \$1500.00 as per their application to total of \$2700.00 including rent for the month of November and hearing expenses of \$20.00.
8. The disposition of the Security Deposit will be dealt in this decision.

Issues before the Tribunal

9. The landlord is seeking:
- An Order for Vacant Possession of the rented premises;
 - Rent paid \$2700.00;
 - Other expenses \$20.00.

Legislation and Policy

10. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
11. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 14: Security Deposit, Section 19: Notice where failure to pay rent, *Residential Tenancies Policy 2-4*; Deposits, Payments and Fees, Section 7-1: Termination by More than One Section of the Act, Section 12-1 of the *Residential Tenancies Policy*: Costs.

Issue # 1: Vacant Possession of the Rented Premises.

Relevant Submissions:

12. The landlord submitted a copy of termination notice under Section 19: *Notice where failure to pay rent* and Section 22: *notice where failure to keep premises clean and to repair damage (LL#2)* that was issued on 7-October-2025 with a termination date of 20-September-2025. The landlord testified that the notice was served personally and electronically on the same day it has been issued.

Landlord's Position:

13. The landlord stated that the tenant had offered to vacate the premises on 15-August; however, at the last minute, the tenant decided to remain in the unit. As a result, the landlord issued a termination notice, which they believed was invalid. The landlord further stated that they have now issued the current termination notice because rent has not been paid and the tenant has failed to maintain the premises in a clean and fair condition. The landlord stated that rent had not been paid in full since the beginning of the tenancy and that there were no payments received since 3-July-2025. Based on these circumstances, the landlord is seeking vacant possession of the residential premises.

Analysis

14. According to Section 7-1 of the *Policy*: *Termination by More than One Section of the Act, If the notice citing more than one authority is contested, the person issuing the notice is only required to prove the validity of one of the applicable sections*. In this case, the landlord issued a termination notice relying on two separate grounds. Therefore, the validity of the termination notice issued under Section 19 of the *Act*—termination due to the failure to pay rent will be analyzed for the purpose of this decision.
15. 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.*
16. I accept the testimony the landlord 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.
17. I also accept the testimony of the landlord that the termination notice was issued on 7-October-2025 and that it was properly served on the same date personally and electronically, and that the tenant did not make any payments after the termination notice was issued.
18. 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 7-October-2025. I accept that on the date of termination, 20-October-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.
19. I find that the tenant should have vacated the property by 20-October-2025.

Decision

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

Issue # 2: Rent paid \$2700.00

Relevant Submissions:

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

Landlord's Position:

22. 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 November. The landlord is seeking rent to be paid in full.

Analysis

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 accept the landlord's testimony regarding rent amount as the tenant was not present or represented during the hearing to provide their testimony. The rental ledger is amended to show a daily rate for November-2025 as this tribunal does not consider future rent (see below). I find that the tenant is responsible for outstanding rent until 19-November-2025 in the amount of \$2464.68. This amount will be calculated as follows:

Amended Rental Ledger 2025-0979-NL			
Date	Action	Amount	Total
June 30, 2025	balance	\$200.00	\$200.00
July 1, 2025	rent due	\$600.00	\$800.00
July 3, 2025	payment	-\$500.00	\$300.00
August 1, 2025	rent due	\$600.00	\$900.00
September 1, 2025	rent due	\$600.00	\$1,500.00
October 1, 2025	rent due	\$600.00	\$2,100.00
November 1-19, 2025	rent due	\$374.68	\$2,474.68

Daily rate: \$600 x 12 mths = \$7200.00
 $\$7200 / 365 \text{ days} = \19.72 per day
 $\$19.72 \times 19 \text{ days} = \374.68

25. The tenant shall pay a daily rate of \$19.72, effective 20-November-2025, until such time as the landlord regains possession of the property.

Decision

26. The landlord's claim for rent succeeds in the amount of \$2474.68.

Issue # 3: Hearing expenses \$20.00.

Relevant Submission

27. 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

28. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual: Costs*, as the landlord's claim was successful as per paragraphs 20 and 26, the landlord will be awarded with \$20.00.

Decision

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

Issue # 4: Security deposit to be applied against any monies owed \$600.00

Analysis

30. Section 14 of the *Residential Tenancies Act, 2018* states:

Security deposit

14. (8) A security deposit is not an asset of the landlord but is held by the landlord in trust and may be used, retained or disbursed only as provided in this section.
- (9) Not later than 10 days after the tenant vacates the residential premises, the landlord shall return the security deposit to the tenant unless the landlord has a claim for all or part of the security deposit.

- (10) Where a landlord believes he or she has a claim for all or part of the security deposit,
 - (a) the landlord and tenant may enter into a written agreement on the disposition of the security deposit; or
 - (b) the landlord or the tenant may apply to the director under section 42 to determine the disposition of the security deposit.
- (11) Where a tenant makes an application under paragraph (10)(b), the landlord has 10 days from the date the landlord is served with a copy of the tenant's application to make an application to the director under paragraph (10)(b).

31. The landlord's claim for losses has been successful as per paragraphs 20, 26 and 29 and as such, the security deposit shall be applied against monies owed. Pursuant to the *Residential Tenancies Act, 2018* the landlord must pay interest on a security deposit to a tenant for the entire period that the landlord has had the security deposit. The interest is calculated as simple interest and is not compounded. The annual interest in 2025 is 1%.

Decision

32. Security deposit plus interest of \$301.69 to be applied against monies owed.

Summary of Decision

33. The tenant shall pay the landlord \$2192.99 as follows:

Rent	\$2474.68
Hearing expenses.....	\$20.00
Less than Security Deposit.....	\$301.69
 Total	 \$2192.99

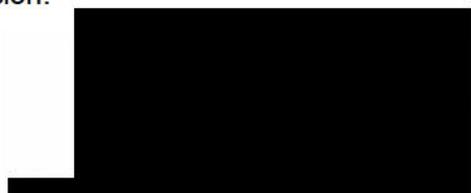
34. The tenant shall pay a daily rate of rent beginning 20-November-2025 of \$19.72, until such time as the landlord regains possession of the property.

35. The tenant shall vacate the property immediately.

36. 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.

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

November 26, 2025
Date


 Oksana Tkachuk, Adjudicator
 Residential Tenancies Office