

Residential Tenancies Tribunal

Application 2025-0992-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 26-November-2025 at 1:46 pm.
2. The applicant, [REDACTED] hereinafter referred to as the landlord, was represented at the hearing by [REDACTED], who attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, also attended via teleconference.

Procedural History

4. The tenant acknowledged that they were properly served.

Issues before the Tribunal

5. Should the landlord's claim for unpaid rent succeed?
6. Should the landlord's claim for an order of vacant possession succeed?

Legislation and Policy

7. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act*, 2018 (the *Act*).
8. Also considered and referred to in this hearing are sections 18(2), 18(9), 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

- 9. The landlord claims \$2000.00 in unpaid rent, representing the full \$1000/month for the months of October and November. The tenant does not dispute that she owes this rent.
- 10. This tribunal does not deal in future rent and cannot award rent for days which have not yet come to pass. A daily rate must be calculated.
- 11. The correct formula for determining a daily rate is multiplying the monthly rate by the 12 months and dividing by the 365 days of the year. The daily rate in this case is $\$1000/\text{month} \times (12 \text{ months}/365 \text{ days}) = \sim \$32.88/\text{day}$. Calculated to the date of the hearing, the total rent owing for November is \$854.79.

Decision

- 12. The total rent owing is \$1854.79

Issue 2: Vacant Possession

13. To receive an order for vacant possession, a landlord must provide a relevant termination notice. To be valid, a termination notice must comply with all relevant sections of the *Act*. The landlord submitted a notice titled LL#1.
14. LL#1 is written but is not in the form prescribed by the minister. However, s. 22(f) of the *Interpretation Act*, RSNL1990 c I-19, states that where a form is prescribed, deviations from the form not affecting the substance nor calculated to mislead, do not invalidate the form used. Therefore, not being in the form prescribed by the minister does not necessarily make LL#1 invalid. LL#1 contains the name and address of the recipient. 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.
15. LL#1 was signed by a representative of the landlord. It states the date on which the rental agreement terminates. It was served on the tenant electronically in accordance with s. 35(2)(f) of the *Act*. It therefore complies with s. 19(4).
16. LL#1 was issued on 8-October-2025. At this point, rent had been overdue for more than 5 days. It states the termination date as 19-October-2025, which is not less than 10 days later. It therefore complies with s. 19(1) of the *Act*.
17. The tenant explained she has been unable to pay the rent and has suffered several recent tragedies. However, the *Act* does not allow for this tribunal to consider this as a justification for nonpayment of rent.

Decision

18. LL#1 complies with all relevant sections of the *Act* and is therefore valid.

Summary of Decision

19. The valid termination notice gave a move out date of 19-October-2025. The landlord's application for an order of vacant possession succeeds.
20. The tenant shall vacate the premises immediately.
21. The tenant shall continue to pay rent at the daily rate of \$32.88/day for each day they remain in the premises after 26-November-2025.
22. 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.
23. The tenant shall pay to the landlord \$1854.79 in unpaid rent.

2-December-2025

Date


Seren Cahill
Residential Tenancies Office