

## Residential Tenancies Tribunal

Application 2025-0998-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 4-December-2025 at 1:52 pm.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, attended via teleconference.
3. The respondent, [REDACTED], also attended via teleconference.

### Preliminary Issues

4. The tenant acknowledged that she was properly served notice of this hearing.

### 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 decision are sections 19 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 unpaid rent in the amount of \$6060.00. A rental ledger was provided in support of this (LL#1, LL#2). He testified that the tenant had not paid rent since a partial payment in June 2025. The tenant agreed with this.
10. In a previous hearing between these parties, 2025-0793-NL, this tribunal awarded unpaid rent to the date of 24-September-2025. It cannot hear the matter again, in accordance with the legal principle of *res judicata*. Therefore, rent can only be awarded starting at 25-September-2025. In addition, this tribunal does not deal in future rent and cannot award rent for days which have not yet come to pass.
11. A daily rate must be calculated. The correct formula for determining a daily rate is found by multiplying the monthly rent by the 12 months and dividing by the 365 days of the year. In this case, the daily rate is  $\$1800/\text{month} \times (12 \text{ months}/365 \text{ days}) \approx \$59.18/\text{day}$ . The remaining rent owing for September is therefore \$355.07. The rent owing for

October and November is \$1800 for each month. The rent owing for December to the date of the hearing is \$236.71.

### Decision

12. The total rent owing is \$4191.78.

### **Issue 2: Vacant Possession**

13. To receive an order for vacant possession, a landlord must provide a valid termination notice. To be valid, a termination notice must comply with all relevant sections of the *Act*. The landlord provided a termination notice (LL#3) dated 27-October-2025.
14. The termination notice is in writing in the form prescribed by the minister. It contains the name and address of the recipient. It identifies the residential premises for which it was given. It states that it was given under section 19 of the *Act*. It therefore complies with s. 34.
15. The notice was signed by the landlord. It states the date on which the rental agreement is to terminate. It was served on the tenant electronically in accordance with s. 35(2)(f) of the *Act*. It therefore complies with s. 19(4) of the *Act*.
16. LL#3 was issued on 27-October-2025. At that time, rent was overdue by more than 5 days. It gives a move out date of 7-November-2025, which is not less than 10 days later.

### Decision

17. LL#3 complies with all relevant sections of the *Act* and is therefore valid.

### **Summary of Decision**

18. The valid termination notice gave a move out date of 7-November-2025. The landlord's application for an order of vacant possession succeeds.
19. The tenant shall vacate the premises immediately.
20. The tenant shall continue to pay rent at the daily rate of \$59.18/day for each day they remain in the premises after 4-December-2025.
21. The landlord was successful in their claim and may therefore seek to be reimbursed for any reasonable hearing expenses. They seek the \$20.00 application fee, which is granted, and reimbursement for legal advice. As per policy 12-001, reimbursement for legal advice will only be awarded where it is found that the other party has engaged in unreasonable behaviour as it is defined in that policy. There is no evidence before me that the tenant engaged in unreasonable conduct (as defined in Policy 12-001) in this case. The claim for legal advice costs is therefore denied.
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 \$4211.78 as follows:

Unpaid Rent.....	\$4191.78
Hearing Expenses.....	\$20.00
Total.....	\$4211.78

5-December-2025  
Date

  
Seren Cahill  
Residential Tenancies Office