

Residential Tenancies Tribunal

Application 2025-1009-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 27-November-2025 at 9:04 am.
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, did not attend.

Procedural History

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. The landlord submitted an affidavit (LL#1) with their application stating that they had served the tenant with notice of the hearing personally on 12-November-2025 at 4:52 pm. 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 an order of vacant possession succeed?
6. Should the landlord's claim for unpaid rent 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 18(2), 18(9), and 34 of the *Act*, as follows:

Notice of termination of rental agreement

18. ...

(2) A landlord shall give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential premises

(a) not less than 4 weeks before the end of a rental period where the residential premises is rented from week to week;

(b) not less than 3 months before the end of a rental period where the residential premises is rented from month to month; and

(c) not less than 3 months before the end of the term where the residential premises is rented for a fixed term.

...

(9) In addition to the requirements under section 34, a notice under this section shall

(a) be signed by the person providing the notice;

(b) be given not later than the first day of a rental period;

(c) state the date, which shall be the last day of a rental period, on which the rental agreement terminates and the tenant intends to vacate the residential premises or the date by which the tenant is required to vacate the residential premises; and

(d) 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: Vacant Possession

10. 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 labeled LL#2.

11. LL#2 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 s. 18(2)(b) of the *Act*. It therefore complies with s. 34 of the *Act*.
12. LL#2 was signed by the person who provided it. It was given 26-June-2025, several days before the beginning of the relevant rental period. It states the date on which the rental agreement is to terminate as 30-September-2025, which is the last day of a rental period. It was served on the tenant personally in accordance with s. 35(2)(a) of the *Act*. It therefore complies with s. 18(9).
13. LL#2 provides no less than three full months' notice, as required by s. 18(2)(b).

Decision

14. LL#2 complies with all relevant sections of the *Act* and is therefore valid.

Issue 2: Unpaid Rent

15. The landlord claims \$2249.00 in unpaid rent. A rental ledger (LL#3) was submitted in support of this.
16. I accept the landlord's uncontradicted testimony. However, this tribunal does not deal in future rent and cannot award rent for days that have not yet come to pass. A daily rate must be calculated. The correct formula for determining a daily rate is multiplying the monthly rent by the 12 months and dividing by the 365 days of the year. In this case, the daily rate is $\$897.00/\text{month} \times (12 \text{ months}/365 \text{ days}) \approx \$29.49/\text{day}$. Calculated to the date of the hearing, the rent owing for November is \$796.24.

Decision

17. The total rent owing to the date of the hearing is \$2148.24.

Issue 3: Security Deposit

18. The landlord is owed moneys and may therefore apply the security deposit against the sum owed. The security deposit was \$577.50 which was received on 1-June-2022.
19. 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 an interest rate of 0% for the years 2022 and 2023 and a simple cumulative interest rate of 1% annual for the years 2024 and 2025. Calculated to the date of the hearing, the interest totals \$11.02.

Decision

20. The landlord may apply the security deposit and interest, valued at \$588.52, against moneys owed.

Summary of Decision

- 21. The valid termination notice gave a move out date of 30-September-2025. The landlord's application for an order of vacant possession succeeds.
- 22. The tenant shall vacate the premises immediately.
- 23. The tenant shall continue to pay rent at the daily rate of \$29.49/day for each day they remain in the premises after 27-November-2025.
- 24. The landlord was successful in their claim and may therefore seek to be reimbursed for any reasonable hearing expenses. They seek only the \$20.00 application fee, which is granted.
- 25. 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.
- 26. The tenant shall pay to the landlord \$1579.72 in unpaid rent:

Unpaid Rent.....\$2148.24
Hearing Expenses.....\$20.00
Less Security Deposit.....-(\$588.52)

Total.....\$1579.72

2-December-2025
Date


Seren Cahill
Residential Tenancies Office