

Residential Tenancies Tribunal

Application 2025-1019-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 1:47 p.m. on 8-December-2025.
2. The applicant, [REDACTED], represented by [REDACTED], hereinafter referred to as “the landlord”, attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant”, attended via teleconference.

Preliminary Matters

4. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing personally on 18-November-2025 (LL#1). The tenant confirmed receiving the notice of the hearing on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service, I proceeded with the hearing in their absence.
5. There is a written month-to-month rental agreement which commenced on 1-November-2024. Rent is \$149.00 per month and due on the first of each month. A security deposit was not collected.
6. The landlord’s representative amended the application to decrease rent from \$591.60 as per their application to \$180.45.

Issues before the Tribunal

7. The landlord is seeking:
 - An Order for Vacant Possession of the rented premises;
 - Rent \$180.60.

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*.

9. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 18: Notice of termination of rental agreement and Section 12-1 of the *Residential Tenancies Policy Manual*: Costs.

Issue #1: Vacant Possession of the Rented Premises

Landlord's Position

10. The landlord's representative testified that they issued a standard termination notice on 17-July-2025 under Section 18: *Notice of termination of rental agreement* to the tenant to vacate the premises on 31-October-2025. The landlord's representative stated that they served the tenant with the termination notice via sticking it to the door and via registered mail on 17-July-2025 and submitted a copy of the termination notice to support their claim (LL#2).

Tenant's Position

11. The tenant agreed that he received the termination notice on 17-July-2025. The tenant stated that he subsequently had a meeting with the landlord. The tenant explained that during this meeting, he was led to believe that vacant possession would not occur because the landlord promised to provide assistance. The tenant further stated that, based on this assurance, he understood the termination would not proceed as originally indicated. The tenant expressed disappointment that, despite these discussions and promises, the landlord is still seeking vacant possession of the property.

Analysis

12. The notice was served under Section 18 of the *Residential Tenancies Act, 2018* which states:

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.

13. I accept both the landlord's representative's and the tenant's testimony that the termination notice was delivered in compliance with the legislative requirements on 17-July-2025. Although I acknowledge the tenant's statement that they believed they were working with the landlord, there was no agreement between the parties to withdraw or cancel the termination notice. Therefore, the matter must be analyzed. After reviewing the termination notice, I find that the landlord provided the tenant with the required three-month notice before the end of the rental period after notice is served where residential premises is rented month-to-month. Therefore, I find that the termination notice submitted by the landlord meets the requirements of not less than 3 months before the end of the rental period after notice is served. In accordance with the *Residential Tenancies Act, 2018* as stated above, the termination notice meets the requirements of the *Act* and is a valid notice.
14. I find that the tenant should have vacated the property by 31-October-2025.

Decision

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

Issue #2: Rent \$180.45.

Relevant Submissions:

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

Landlord's Position:

17. 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 of \$180.45. The landlord is seeking rent to be paid in full.

Tenant's Position

18. The tenant stated that he is not sure about the amount currently claimed as arrears. The tenant explained that the last time the landlord informed him that he owed approximately \$500.00, he made a payment of \$500.00. The tenant stated that this was the only money he had available at that time. The tenant further explained that he does not understand why he is still considered to be in arrears after making that payment.

Analysis

19. 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.
20. I accept the landlord's testimony regarding rent amount as per their rental ledger. The rental ledger is amended to show a daily rate for December-2025 as this tribunal does not consider future rent (see below). I find that the tenant is responsible for outstanding rent until 8-December-2025 in the amount of \$70.57. This amount will be calculated as follows:

Amended Rental Ledger 2025-1019-NL			
Date	Action	Amount	Total
August 31, 2025	balance		\$293.60
September 1, 2025	rent due	\$149.00	\$442.60
October 1, 2025	rent due	\$149.00	\$591.60
November 1, 2025	rent due	\$149.00	\$740.60
November 14, 2025	Payment	-\$500.00	\$240.60
December 1-8, 2025	rent due	\$39.12	\$279.72
December 1, 2025	Payment	-\$209.15	\$70.57

Daily rate: \$149 x 12 mths = \$1788.00
\$1788 / 365 days = \$4.89 per day
\$4.89 x 8 days = \$39.12

- The tenant shall pay a daily rate of \$4.89, effective 9-December-2025, until such time as the landlord regains possession of the property.

Decision

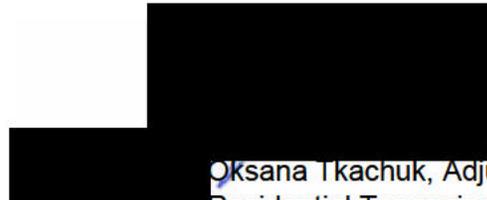
- The landlord's claim for rent succeeds in the amount of \$70.57.

Summary of Decision

- The tenant shall pay the landlord \$70.57 for *Rent*.
- The tenant shall pay a daily rate of rent beginning 9-December-2025 of \$4.89, until such time as the landlord regains possession of the property.
- The tenant shall vacate the property immediately.
- 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.
- The landlord will be awarded an Order of Possession.

December 17, 2025

Date


Oksana Tkachuk, Adjudicator
Residential Tenancies Office