

Residential Tenancies Tribunal

Application 2025-1065-NL

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 1:56 PM on 25 November 2025 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, participated in the hearing.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant”, was not in attendance.

Issues before the Tribunal

4. The landlord is seeking the following:
 - An order for a payment of rent in the amount of \$1600.00, and
 - An order for vacant possession of the rented premises, and
 - Authorization to retain the \$1200.00 security deposit.

Legislation and Policy

5. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
6. Also, relevant and considered in this case is section 19 of the *Residential Tenancies Act, 2018* and rule 29 of *The Rules of the Supreme Court, 1986*.

Preliminary Matters

7. The tenant was not present or represented at the hearing and I was unable to reach her by telephone from 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 he has been properly served. The landlord submitted an affidavit with her application stating the tenant was served with the application, by e-mail, on 13 November 2025, and a copy of that e-mail was also submitted with her application. 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 her absence.

Issue 1: Vacant Possession of Rented Premises

Relevant Submissions

8. The landlord stated that she had entered into a 6-month, fixed-term lease with the tenant, commencing 01 November 2025, and a copy of that agreement was submitted with the landlord's application. The agreed rent is set at \$1600.00 per month, and it is acknowledged in the lease that the tenant had paid a security deposit of \$1200.00.
9. The landlord testified that although the tenancy was to commence on 01 November 2025, she allowed the tenant to move in early, on 25 October 2025, after she had received the security deposit. However, since the tenant took possession of the property, she failed to pay the first month's rent. The landlord is seeking an order for a payment of \$1600.00 for November's rent.

Analysis

10. I accept the landlord's claim that the tenant has failed to pay rent for the month of November 2025. As the landlord is also seeking an order for vacant possession of the rented premises, I find that she is entitled to a payment of rent to the date of the hearing and a per diem thereafter. I calculate that amount to be \$1315.00 ($\$1600.00 \text{ per month} \times 12 \text{ months} = \$19,200.00 \text{ per year} \div 365 \text{ days} = \$52.60 \text{ per day} \times 25 \text{ days} = \1315.00).

Decision

11. The landlord's claim for a payment of rent succeeds in the amount of \$1315.00.
12. The tenant shall pay a daily rate of rent in the amount of \$52.60, beginning 26 November 2025, and continuing to the date the landlord obtains vacant possession of the rented premises.

Issue 2: Vacant Possession of Rented Premises

Relevant Submissions

13. With her application, the landlord submitted a copy of a termination notice which she stated she had sent to the tenant, by text-message, on 07 November 2025. That notice was issued under section 19 of the *Residential Tenancies Act, 2018* and it had an effective termination date of 18 November 2025.
14. The landlord stated that the tenant has not moved out, as required, and she is seeking an order for vacant possession of the rented premises

Analysis

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.

(2) Notwithstanding subsection (1), where the tenant pays the full amount of the overdue rent, including a fee under section 15, before the date specified in the notice under paragraph (1)(a) or (b), the rental agreement is not terminated and the tenant is not required to vacate the residential premises.

16. On 07 November 2025, the day that the notice was issued, the tenant had been in arrears for a clear 5 days, and no payment has been received since.
17. As the notice meets all the requirements set out in this section of the *Act*, and as it was properly served, it is valid.

Decision

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

19. 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.

Issue 3: Security Deposit

20. The landlord stated that the tenant had paid a security deposit of \$1200.00, and receipt of that deposit is acknowledged in the submitted lease. As the landlord’s claim has been successful, she shall retain that deposit as outlined in this decision and attached order.

Summary of Decision

21. The landlord is entitled to the following:

- A payment of \$115.00, determined as follows:
 - a) Rent Owing\$1315.00
 - b) LESS: Security Deposit..... (\$1200.00)
 - c) Total\$115.00
- An order for vacant possession of the rented premises,
- A payment of a daily rate of rent in the amount of \$52.60, beginning 26 November 2025 and continuing to the date the landlord obtains possession of the rental unit,
- The tenant shall also 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.

01 December 2025

Date


John R. Cook
Residential Tenancies Tribunal