

Residential Tenancies Tribunal

Application 2025-1085-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 2:03 p.m. on 15-December-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant”, did not attend.

Preliminary Matters

4. The tenant was not present or represented at the hearing and I was unable to reach them at the beginning 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.
5. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing electronically via texts on 4-December-2025 (LL#1). The landlord provided proof of texts sent on that date (LL#2) and was able to prove that those numbers were provided by the tenant for communication. In accordance with the Residential Tenancies Act, 2018 this is good service. 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.
6. There was a written fixed-term rental agreement which commenced on 1-December-2024 for one year. According to the rental agreement, there were two tenants, and the landlord explained that another tenant vacated in February-2025. Rent is \$1500.00 per month due on 1st of each month. A security deposit of \$1125.00 was collected on 24-November-2024 and is still in the landlord’s possession.
7. The landlord amended their application to increase the rent amount from \$1800.00 as per application to \$3300.00, to increase utilities from \$65.95 to \$301.87 and to include hearing expenses of \$20.00.

Issues before the Tribunal

8. The landlord is seeking:
- Vacant possession of the rented premises;
 - Rent paid \$3300.00;
 - Utilities \$301.87;
 - Hearing expenses \$20.00.

Legislation and Policy

9. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
10. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 20: Notice where material term of agreement contravened; and the following sections of the *Residential Tenancies Policy*: and Section 12-1: Costs.

Issue # 1: Vacant Possession of the Rented Premises.

Relevant Submissions:

11. The landlord submitted copies of termination notices under Section 19: *Notice where failure to pay rent* (LL#3) and Section 20: *Breach of material term* (LL#4) that were issued on 10-November-2025. The landlord testified that the notices were served electronically via texts on the same day they have been issued.

Landlord's Position:

12. The landlord testified that rent had been in arrears since July-2025 and was never paid for November-2025. He stated that the tenant provided various explanations for the non-payment of rent and advised that he would pay the rental arrears in full; however, no such payment was made. As a result, the total amount of rent owed as of 10-November was \$1800.00.
13. The landlord also testified that he issued a separate termination notice pursuant to section 20 of the *Residential Tenancies Act* for breach of a material term of the tenancy agreement. He stated that he discovered in late October that the utilities had been transferred back into the landlord's name. The landlord testified that he notified the tenant that the utilities were required to be placed back in the tenant's name; however, as of 10-November, the utilities remained in the landlord's name. As a result, the landlord decided to issue an additional termination notice.
14. Based on these circumstances, the landlord is seeking vacant possession of the residential premises.

Analysis

15. I accept the testimony of the landlord that the termination notices were issued on 10-November-2025 and that they were properly served on the same date electronically via texts, as the tenant was not present or represented during the hearing to provide their testimony.

16. It is important to note that legislation and case law require termination notices to be clear and unequivocal. This means the notice must leave no doubt about the landlord's intention to terminate the tenancy and comply with all statutory requirements. Upon review of the evidence, I find that the landlord issued two termination notices on the same date, each specifying a different termination date. This creates a material ambiguity regarding the date on which the tenant was required to vacate the premises.
17. A termination notice must clearly state the termination date and reason for termination in accordance with the requirements of the *Residential Tenancies Act*. Issuing two notices with conflicting dates fails to provide the tenant with clear and unequivocal notice. The contradiction between the two notices could reasonably cause confusion and uncertainty.
18. Given that the tenant was presented with two separate termination notices containing different move-out dates—one requiring vacating on 23-November and the other on 13-December—I find that this created confusion for the tenant. Accordingly, I find that the termination notice with the later termination date shall be analyzed. Therefore, the validity of the termination notice issued under Section 20 of the *Act*—Material term of agreement contravened—will be analyzed for the purpose of this decision.
19. Section 20 of the *Residential Tenancies Act, 2018* states:
Notice where material term of agreement contravened
- 20. (1) Notwithstanding subsection 18(1) and paragraph 18(3)(a), where a landlord contravenes a material term of a rental agreement, the tenant may give the landlord written notice of the contravention, and if the landlord fails to remedy the contravention within a reasonable time after the notice has been served, the tenant may give the landlord notice that the rental agreement is terminated and the tenant intends to vacate the residential premises.*
- (2) Notwithstanding subsection 18(2) and paragraph 18(3)(b), where a tenant contravenes a material term of a rental agreement, the landlord may give the tenant written notice of the contravention, and if the tenant fails to remedy the contravention within a reasonable time after the notice has been served, the landlord may give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential premises.*
- (3) Where the tenant gives a landlord notice under subsection (1) or the landlord gives a tenant notice under subsection (2) that a rental agreement is terminated, the notice shall be given*
- (a) not less than 7 days before the end of a rental period where the residential premises is rented from week to week; and*
- (b) not less than one month before the end of a rental period 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.*
- (4) 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.

20. Upon review of the termination notice issued under Section 20, I note that the termination date stated in the notice was 13-December. Section 20 of the Act requires that a landlord provide at least one month's notice before the end of a rental period when terminating for breach of a material term. In this case, the notice was served on 10-November, and the termination date of 13-December does not comply with the statutory requirement, as it does not align with the end of a rental period and fails to provide the required notice period.

21. Therefore, I find that the termination notice issued by the landlord under Section 20 is invalid, as the landlord did not comply with the requirements of the Act.

Decision

22. The landlord's claim for an order for vacant possession of the rented premises does not succeed.

Issue #2: Rent paid \$3300.00

Landlord's Position:

23. The landlord is seeking rent for the months of November and December and explained that rent in July was \$300.00 short. Therefore, the landlord believes the tenant is responsible for rent in the amount of \$3300.00.

Analysis

24. 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.

25. I accept the landlord's testimony regarding rent amounts owed, as the tenant was not present or represented during the hearing to provide their account. Therefore, I find the tenant to be responsible for compensation of rent in full.

Decision

26. The landlord's claim for rent succeeds in the amount of \$3300.00.

Issue # 3: Utilities \$301.87.

Landlord's Position:

27. The landlord is seeking reimbursement for utility costs. The landlord stated that at the end of October they became aware that the utilities for the rental unit were transferred into the landlord's name. The landlord testified that, despite repeated requests, the tenant failed to transfer the utilities into the tenant's name. Accordingly, the landlord is seeking compensation for the cost of utilities incurred during the period in which the tenant resided in the unit. In support of this claim, the landlord submitted a copy of a Newfoundland Power bills showing charges incurred for the rental unit (LL#5,6).

Analysis

28. I accept the landlord's evidence of the copies of Newfoundland Power bills submitted to support the landlord's claim. As the tenant was not present or represented during the hearing to dispute the landlord's claim, I find that the landlord has established their claim.

29. In accordance with paragraph 27 of this Decision, the tenant was found responsible for rent. The landlord provided evidence establishing the cost of utilities from 31-October till 12-December, which corresponds to the period during which the tenant was residing in the unit. Accordingly, I find that the tenant is responsible for the utility costs.

Decision

30. The landlord's claim for utilities succeeds in the amount of \$301.87.

Issue #4: Hearing expenses \$20.00.

Relevant Submission

31. The landlord paid \$20.00 for the application fee and is seeking reimbursement. The landlord submitted a copy of the receipt to support the claim (LL#7).

Analysis

32. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual: Costs*, as the landlord's claim was successful as per paragraphs 22, 27 and 31, the landlord will be awarded with \$20.00.

Decision

33. The landlord's claim for hearing expenses succeeds in the amount of \$20.00.

Summary of Decision

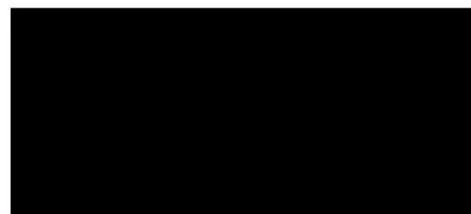
34. The landlord's claim for vacant possession does not succeed.

35. The tenant shall pay the landlord \$3621.87 as follows:

Rent.....	\$3300.00
Utilities.....	\$301.87
Hearing expenses.....	\$20.00
Total	\$3621.87

December 30, 2025

Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office