

Residential Tenancies Tribunal

Application 2026-0396-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 9-June-2026 at 2:00 pm.
2. The applicant, [REDACTED] hereinafter referred to as the landlord, was represented at the hearing by [REDACTED] who attended by teleconference.
3. The respondent, [REDACTED] hereinafter referred to as the tenant, did not attend.

Preliminary Issues

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 (L#1) with their application stating that they had served the tenants with notice of the hearing by prepaid registered mail on 5-May-2026 at 3:00 pm. Using the tracking number [REDACTED] I was able to verify that the notice was successfully delivered. 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.
5. This was a written month-to-month lease agreement, with rent set at \$537.00/month due on the 1st of each month.

Issues before the Tribunal

6. Should the landlord's claim for unpaid rent succeed?
7. Should the landlord's claim for an order of vacant possession succeed?

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*).

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 (the *Act*).
10. 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),

...

(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.

(3) Subsection (2) does not apply where notice is given to a tenant under paragraph (1)(a) or (b) more than twice in a 12 month period.

(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

- 11. The landlord claims \$7312.54 in unpaid rent, representing the total rent owing as per the rental ledger L#3, amended to the current date and accounting for one more payment of \$200.00 received on 4-April-2026. There has been a balance owing since August 2023.
- 12. I accept the landlord's uncontradicted testimony. However, this tribunal does not award rent past the date of the hearing. A daily rate must be calculated. The correct formula for determining a daily rate is to multiply the monthly rent by the 12 months and divide by the 365 days of the year. In this case, the daily rate is $\$537.00/\text{month} \times (12 \text{ months}/365 \text{ days}) = \$17.65/\text{day}$. The total rent owing for June is \$158.89, so the total rent owing is \$6934.43.

Decision

- 13. The landlord's claim for unpaid rent succeeds in the amount of \$6934.43.

Issue 2: Vacant Possession

- 14. To receive an order of vacant possession, a landlord must provide a valid termination notice. To be valid, a termination notice must comply with all relevant provisions of the *Act*. The landlord provided a notice labeled L#4.
- 15. L#4 is written in the form prescribed by the minister. It contains the name and address of the recipient. It identifies the residential premises it regards. It states it was given under s. 19 of the *Act*. It therefore complies with s. 34.
- 16. L#4 was signed by a representative of the landlord. It provides the termination date on which the tenancy shall end. It was served on the tenant by registered mail in accordance with s. 35(2)(e) of the *Act*. It therefore complies with s. 19(4).
- 17. L#4 was issued on 27-February-2026. At this point, rent had been overdue for more than 5 days. It gives a termination date of 30-May-2026, which is not less than 10 days later. It therefore complies with s. 19(1)(b) of the *Act*.

Decision

- 18. The termination notice L#4 complies with all relevant provisions of the *Act* and is therefore valid. The landlord's application for an order of vacant possession succeeds.

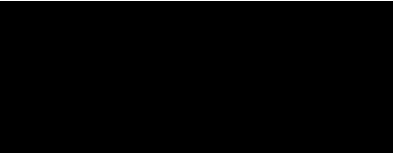
Summary of Decision

19. The landlord was successful in their application and may therefore seek to be reimbursed for the cost of their reasonable hearing expenses. In this case they claim only the \$20.00 application fee, which is granted.
20. The tenants shall vacate the premises immediately.
21. 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.
22. The tenant shall continue to pay rent at the daily rate of \$17.65/day for each day she remains in the premises after 9-June-2026.
23. The tenant shall pay to the landlord \$6954.43 as follows:

Unpaid Rent.....	\$6934.43.
Hearing Expenses.....	\$20.00
Total.....	\$6954.43

12-June-2026

Date



Seren Cahill
Residential Tenancies Office