

Residential Tenancies Tribunal

Application 2026-0636-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 10-August-2026 at 9:16 am.
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], 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 landlords submitted an affidavit (L#1) with their application stating that they had served the tenant with notice of the hearing electronically on 3-July-2026 at 9:49 pm. Proof of service was also provided. 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 month-to-month written agreement, with rent set at \$747.00/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*).
9. Also considered and referred to in this decision are sections 19(1-4), and 34 of the *Act*, as follows:

Notice where failure to pay rent

19. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b),

(a) where the residential premises is rented from week to week and the amount of rent payable by a tenant is overdue for 3 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 3 days after the notice is served on the tenant; and

(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

- 10. The landlord testified that the tenant owes \$6024.00 in unpaid rent at the time of the hearing. This includes the full monthly rent for the month of August. I accept the landlord's uncontradicted testimony.
- 11. This tribunal does not deal in future rent and does not award rent for days past the hearing date. 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 $\$747.00 \times (12 \text{ months} / 365 \text{ days}) = \$24.56/\text{day}$. Calculated to the date of the hearing, the rent owing for August is \$245.56. The total rent owing is therefore \$5522.56.

Decision

- 12. The tenant shall pay to the landlord \$5522.56 in unpaid rent.

Issue 2: Vacant Possession

- 13. To receive an order for vacant possession, a landlord must provide a valid termination notice. To be valid, a notice must comply with all relevant provisions of the Act. The landlord provided a termination notice (L#3) dated 19-June-2026.
- 14. The notice 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 section 19 of the Act. It therefore complies with s. 34.
- 15. The notice was signed by a representative of the landlord. It states the date on which the rental agreement is to terminate, 30-June-2026. It was served on the tenant electronically in accordance with s. 35(2)(f) of the Act. It therefore complies with s. 19(4).
- 16. The notice was given on 19-June-2026, at which point rent was overdue by more than 5 days. It gives a move out date of 30-June-2026, which is not less than 10 days later. It therefore complies with s. 19(1).

Decision

- 17. L#3 complies with all relevant provisions of the Act and is therefore valid.

Summary of Decision

- 18. The valid termination notice gave a move out date of 30-June-2026. The landlord's application for an order of vacant possession succeeds.
- 19. The tenant shall vacate the premises immediately.

20. The tenant shall continue to pay rent at the rate of \$24.56/day for each day they remain in the premises after 10-August-2026.
21. The tenant 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 pay to the landlord \$5522.56 in unpaid rent.

19-August-2026

Date



Seren Canim
Residential Tenancies Office