

Residential Tenancies Tribunal

Application 2025-0599-NL

Michael Reddy
Adjudicator

Introduction

1. The hearing was called at 9:03 AM on 28 July 2025 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, attended the hearing.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, attended the hearing.

Preliminary Matters

4. The landlord submitted an affidavit with the application stating the tenant was served with the notice of hearing electronically by email ([REDACTED]) on 17 July 2025 at 2:43 PM (L#1). The tenant did not dispute this service. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There is a verbal monthly agreement in place which commenced in June 2020. Rent is currently \$900.00 per month and due on the 1st of each month. A security deposit was never paid.

Issues before the Tribunal

6. The landlord is seeking the following:
 - Vacant possession/Order of eviction of the rental premises
 - Rental arrears and late fees in the amount of \$1179.88
 - Hearing expenses in the amount of \$20.00

Legislation and Policy

7. The jurisdiction of the Director of Residential Tenancies is outlined in Sections 46 and 47 of the *Residential Tenancies Act, 2018 (the Act)*.

8. Also, relevant and considered in this decision are Sections 15 and 19 of the *Residential Tenancies Act, 2018*, and Policy 7-001 of the Residential Tenancies Program.

Issue 1: Termination Notice

Relevant Submission

9. The landlord submitted a copy of a termination notice that was issued to the tenant by e-mail on 19 March 2024 with a request for the tenant to vacate the rental premises by 31 March 2024 under Section 19 of the Residential Tenancies Act, 2018 (L#2). As of the date of the hearing (28 July 2025), the tenant remains in the rental premises.

Landlord Position

10. The landlord testified the tenant had failed to pay rent for February 2024 and March 2024 which resulted in the tenant being issued the termination notice. The landlord stated since issuing this termination notice, no additional termination notices have been issued to the tenant.

Tenant Position

11. The tenant did not dispute being issued the termination notice under Section 19 of the Act and stated since this time, he has not received additional termination notices from the landlord. The tenant testified after initially moving into the rental premises, he was paying rent as required; however, he was under the impression the termination notice was no longer in effect as he continued to pay rent following being issued the termination notice.

Analysis

12. Section 07-001: Notice of Termination of the *Residential Tenancies Policy Manual* states:

Withdrawal of a Termination Notice

After a valid termination notice has been issued, that notice cannot be withdrawn or waived without the actual or implied consent of the other party.

13. At the time of issuance, the rental ledger demonstrates that the tenant was in rental arrears. According to the testimony of both parties, the tenant did not move out of the rental unit and continued to submit rental payments for the ensuing months along with additional payments to go towards the rental arrears. This continued for more than one year before the landlord attempted to enforce the termination notice.

14. Allowing a tenant to remain in the rental unit after a termination notice has been issued can, under certain circumstances, be interpreted as the landlord waiving their right to enforce the notice. This principle is recognized both in Newfoundland and Labrador and across Canada residential tenancy law. A landlord who accepts rent, permits continued occupancy, or fails to pursue eviction after issuing a termination notice may be found to have waived their right to enforce the notice.
15. In this instance, the landlord waited more than one year to enforce a termination notice issued, while continuing to accept rental payments and allow the tenant to remain on the premises. Given the circumstances in totality, I find that the landlord failed to act on the notice by applying for an eviction order and continued to treat the tenant as if the tenancy were ongoing, and therefore effectively reinstated the tenancy.

Decision

16. The termination notice is invalid.

Issue 2: Rental Arrears and Late Fees

Relevant Submission

17. The landlord is seeking rental arrears in the amount of \$1104.88, along with late fees in the amount of \$75.00. Along with his application, the landlord supplied a rental ledger (L#3) in support of the claim, which is partially reproduced below:

DATE	RENT	AMOUNT	TOTAL	
2025-02-06		900.00	1,284.88	
2025-02-28		360.00	924.88	NL Housing
2025-03-01	900.00		1,824.88	
2025-03-06		900.00	924.88	
2025-03-31		360.00	564.88	NL Housing
2025-04-01	900.00		1,464.88	
2025-04-02		900.00	564.88	
2025-04-30		360.00	204.88	NL Housing
2025-05-01	900.00		1,104.88	
2025-05-02		900.00	204.88	
2025-06-01	900.00		1,104.88	

Landlord Position

18. The landlord testified the tenant’s payment of rent was required on the 1st of each month and described the tenant as someone who “slipped behind” on rent payments. The landlord stated as of the date of the hearing (28 July 2025) the tenant was in rental arrears in the amount of \$4104.88.
19. The landlord testified the last payment of rent made by the tenant was in the amount \$900.00 on 30 June 2025.

20. The landlord testified the tenant has been late on payment of rent “for 4 years” and is seeking the maximum amount permitted under the *Residential Tenancies Act*, 2018.

Tenant Position

21. The tenant did not dispute that he held rental arrears and expressed his willingness to pay \$900.00. The tenant testified he stopped paying rent after feeling that he was being “deprived” by remaining in the rental premises due to ongoing damages which the landlord had not adequately fixed and being interrupted by other tenants in the rental premises.

22. The tenant did not dispute the issue of late fees.

Analysis

23. Rent is required to be paid under a rental agreement by a tenant during the use or occupancy of a residential premises. Non-payment of rent is a violation of the rental agreement. I accept the testimony of the tenant that there are rental arrears owing. The landlord’s Application for Dispute of Resolution (L#4) indicates rental arrears of \$1104.88. The landlord also requested a “pro-rated payment of rent” or daily amount to be paid until the tenant vacates the rental premises.

24. As indicated herein, the termination notice issued to the tenant is not a valid notice and therefore pro-rated future rent will not be determined in this decision. The existing rental arrears will be determined in this decision. The landlord’s Application for Dispute Resolution (L#4) identifies \$1104.88 of rental arrears.

25. L#3 reveals on 1 June 2025, the tenant was in rental arrears in the amount of \$1104.88. The landlord testified on 30 June 2025, the tenant made a payment of \$900.00 for rent for July 2025, but the rental arrears remained. The tenant ceded that there were existing rental arrears.

26. The tenant shall pay rental arrears in the amount of \$1104.88 and shall continue to pay rent as and when required under the verbal rental agreement in place.

27. Section 15 of the Act states:

Fee for failure to pay rent

(1) Where a tenant does not pay rent for a rental period within the time stated in the rental agreement, the landlord may charge the tenant a late payment fee in an amount set by the minister.

28. Residential Tenancies Policy 2-4; Deposits, Payments and Fees states that “*when rent is not paid on time, a landlord may charge a late fee of \$5.00 for the first day rent is in arrears and \$2.00 for each additional day that the rent remains in arrears in any consecutive number of rental periods up to a maximum of \$75.00*”.

29. The landlord testified the tenant has been in excess of the maximum amount identified by the Minister. The tenant did not dispute there were late fees.

Decision

30. The landlord’s claim for rent and late fees succeeds in the amount of \$1179.88 determined as follows:

- Rental Arrears.....\$1104.88
- Late Fees.....\$75.00
- Total.....\$1179.88

Issue 3: Hearing Expenses \$20.00

Landlord Position

31. The Landlord provided a receipt (L#5) demonstrating payment of a \$20.00 application fee and is seeking reimbursement.

Analysis

32. In accordance with Section 12-1 of the Residential Tenancies Policy Manuel, filing fees can be claimable costs. As the landlord’s claim has been successful, I find that the tenant is responsible for the hearing expenses.

Decision

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

Summary of Decision

34. The termination notice issued by the landlord on 19 March 2024 is not a valid notice.

35. The tenant shall pay to the landlord \$1199.88 as follows:

- Rental Arrears.....\$1104.88
- Late Fees.....\$75.00
- Hearing Expenses.....\$20.00
- Total.....\$1199.88

19 September 2025



Date

Michael Reddy, Adjudicator
Residential Tenancies Office