

Residential Tenancies Tribunal

Application # 2025-0693-NL & 2025-0836-NL

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 9:02 AM on 22 September 2025 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant”, participated in the hearing. The respondent, [REDACTED], hereinafter referred to as “the landlord”, was also attendance.

Issues before the Tribunal

3. The tenant is seeking a determination of the validity of a termination notice issued to her on 01 August 2025.
4. The landlord is seeking the following:
 - An order for a payment of rent in the amount of \$1800.00,
 - An order for a payment of late fees in the amount of \$179.00,
 - An order for a payment of \$75.00 in other expenses, and
 - An order for vacant possession of the rented premises.

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 are sections 15, 19, 24 and 47 of the *Residential Tenancies Act, 2018*, as well as the Security Deposit Interest Regulations.

Preliminary Matters

7. The landlord amended her application at the hearing and stated that she was now only seeking \$20.00 for "other expenses".

Issue 1: Rent - \$1800.00

Relevant Submissions

The Landlord's Position

8. The landlord stated that she had entered into a 1-year, fixed-term lease with the tenant on 01 February 2025, and a copy of that lease was submitted with her application. The current rate of rent is set at \$1800.00 per month, and it is acknowledged in the lease that the tenant had paid a security deposit of \$900.00.
9. The landlord testified that tenant had been late paying her rent for the past several months, and she testified that she has yet to receive any payment towards September's rent. She is seeking an order for a payment of \$1800.00 for that month's rent.

The Tenant's Position

10. The tenant testified that her income has been reduced by \$1200.00 per month and she can no longer get the total amount of rent to the landlord by the 1st of the month.
11. She acknowledged that she owes \$1800.00 in rent for September 2025.

Analysis

12. As the tenant acknowledges that she owes \$1800.00 in rent for September 2025, the landlord's claim succeeds.
13. 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 the amount owing to be \$1301.96 (\$1800.00 per month x 12 months = \$21,600.00 per year ÷ 365 days = \$59.18 per day x 22 days).

Decision

14. The landlords' claim for a payment of rent succeeds in the amount of \$1301.96.
15. The tenant shall pay a daily rate of rent in the amount of \$59.18, beginning 23 September 2025, and continuing to the date the landlord obtains vacant possession of the rented premises.

Issue 2: Late Fees - \$179.00

16. The landlord has assessed late fees in the amount of \$179.00.

Analysis

17. Section 15 of the *Residential Tenancies Act, 2018* states:

Fee for failure to pay rent

15. (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.*

18. The minister has prescribed the following:

Where a tenant has not paid the rent for a rental period within the time specified in the Rental Agreement, the landlord may assess a late payment fee not to exceed:

(a) \$5.00 for the first day the rent is in arrears, and

(b) \$2.00 for each additional day the rent remains in arrears in any consecutive number of rental payment periods to a maximum of \$75.00.

19. As the tenant has been in arrears since 02 September 2025, I calculate that she owes the landlord \$45.00 in late fees (\$5.00 for 02 September 2025, and \$2.00 for each day between 03 September and 22 September 2025).

Decision

20. The landlord's claim for late fees succeeds in the amount of \$45.00.

Issue 3: "Other Expenses" - \$20.00

Relevant Submissions

21. The landlord submitted a receipt showing that she had paid \$20.00 to file her application. She is looking for the tenant to pay that cost.

Analysis

22. Section 47.(1)(q) of the *Act* states that the director may make an order "requiring an unsuccessful party to an application to pay costs to a successful party to an

application.” As the landlord’s claim has been successful, the tenant shall pay the landlord’s costs of filing this application.

Decision

23. The landlord’s claim for “Other Expenses” succeeds in the amount of \$20.00.

Issue 4: Vacant Possession of Rented Premises

Issue 5: Validity of Termination Notice

Relevant Submissions

The Landlord’s Position

24. With her application, the landlord submitted 4 termination notices she had issued to the tenant since July 2025. 3 of those notices (issued on 17 July, 07 August and 07 September 2025) were issued under section 19 of the *Residential Tenancies Act, 2018* (notice where failure to pay rent), while the fourth (dated 01 August 2025) was issued under section 24 (notice where tenant contravenes peaceful enjoyment and reasonable privacy).
25. It was explained to the parties at the hearing that if the most recent notice—the one issued on 07 September 2025 under section 19—was valid, there would be no need to test the validity of the previous three.
26. With respect to that most recent notice, the landlord stated that she had sent it to the tenant by text-message and by e-mail on 07 September 2025, and it had an effective termination date of 18 September 2025. She testified that she had issued that notice as the tenant had not paid her rent of \$1800.00 on 01 September 2025, as required, and she had received no other payments since the notice was issued. She also pointed out that even if the tenant had paid off the arrears prior to the termination date, it still would have remained valid as the tenant was previously issued 2 other notices under this section of the *Act*.
27. The landlord is seeking an order for vacant possession of the rented premises.

The Tenant’s Position

28. The tenant acknowledged receiving the termination notice on 07 September 2025, and she acknowledged that she had not paid her rent for that month.

Analysis

29. 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.

(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.

30. On 07 September 2025, the day the termination notice was issued, the tenant had been in rental arrears for a full 5 days, and no payment was made prior to the termination date. And the landlord is right to point out that even if she had received full payment prior to 18 September 2025, the notice would have remained valid by operation of s. 19(3).

31. 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

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

33. 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 6: Security Deposit

34. The tenant paid a security deposit of \$900.00 on 15 January 2025, and receipt of that deposit is acknowledged in the submitted rental agreement. Using the Security Deposit Interest Calculator (<https://www.gov.nl.ca/dgsnl/landlord-tenant/deposit-calc/>), based on the *Security Deposit Interest Regulations*, I calculate that that deposit has accrued \$6.19 in interest.
35. As the landlords' claim has been successful, she shall retain that deposit, plus the accrued interest, as outlined in this decision and attached order.

Summary of Decision

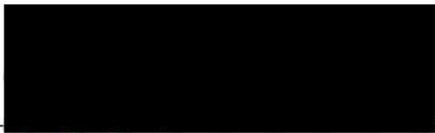
36. The landlord is entitled to the following:

- A payment of \$460.77, determined as follows:

a) Rent Owing	\$1301.96
b) Late Fees	\$45.00
c) Other Expenses	\$20.00
d) LESS: Security Deposit.....	(\$906.19)
e) Total	<u>\$460.77</u>
- An order for vacant possession of the rented premises,
- A payment of a daily rate of rent in the amount of \$59.18, beginning 23 September 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 October 2025

Date



John R. Cook
Residential Tenancies Tribunal