

## Residential Tenancies Tribunal

Application 2025-0726-NL

Michael Reddy  
Adjudicator

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### Introduction

1. Hearing was called at 1:49 p.m. on 11-September-2025 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” attended. The respondent also had [REDACTED] as a representative / support person attended.

### Preliminary Matters

4. The landlord submitted an affidavit along with proof of service, stating that they had served the tenant with the notice of the hearing electronically to [REDACTED] on 28-August-2025 (L#1). The tenant did not dispute receipt of the notice. In accordance with the **Residential Tenancies Act, 2018** this is good service.
5. There was a written month to month rental agreement which commenced on 1-March-2025. Rent is currently set at \$1050.00 and due on 1st of each month. A security deposit of \$350.00 was paid on 19-February and remains in the landlord’s possession.
6. The landlord amended their application to increase the amount of rent from \$2100.00 as per their application to include September rent for a total of \$3150.00.

### Issues before the Tribunal

7. The landlord is seeking:
  - Vacant Possession of the rented premises;
  - Rent paid \$3105.00; and
  - Security deposit applied against monies owing \$350.00.

### 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.

9. Also, relevant and considered in this decision are Sections 14, 19 and 35 of the **Residential Tenancies Act, 2018** (the **Act**).

### **Issue 1: Vacant Possession of the Rental Premises**

#### Relevant Submission

10. The landlord submitted a copy of a termination notice (L#2) issued to the tenant on 5-August-2025 under section 19: notice where failure to pay rent, with a termination date of 17-August-2025.

#### Landlord's Position

11. The landlord testified that rent has been in arrears since July-2025, and that the termination notice was served on the tenant electronically (to the tenant's email address as noted above) on 5-August-2025. The landlord is seeking vacant possession of the rented premises.

#### Tenant's Position

12. The tenant disputes receiving the notice of termination.

### **Analysis**

13. To receive an order of vacant possession, a termination notice must be determined as valid.
14. Section 19 of the **Act** states the following:

#### ***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.*

*(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.*

15. I accept the landlord's testimony that on the date the termination notice was issued to the tenant rent was overdue for more than 5-days, and the tenant remained in rental arrears on the termination date of 17-August-2025. The tenant confirmed rental arrears as she testified that she thought she had last paid rent sometime in June-2025.
16. In accordance with Section 19 of the *Act*, the termination notice submitted by the landlord provided the tenant with not less than 10 days from the date the notice was served (8-July-2025) to vacate the premises. The notice met requirements (a) and (b) of Section 19(4) as outlined above. The landlord testified that the termination notice was served on the tenant electronically, and while the tenant disputes receiving the notice, I accept the landlords testimony and determine that service was in compliance with Section 35(2)(c). The termination notice issued on 5-August-2025 meets the requirements of the Act and is a valid notice.
17. I find that the tenant should have vacated the property by 17-August-2025.

### **Decision**

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

### **Issue 2: Rent paid \$3105.00**

#### Landlord's Position:

19. The landlord testified that rent has not been paid for the months of July, August and September-2025 as of the date of the hearing, and is seeking rent arrears totaling \$3150.00. The landlord is seeking payment in full and submitted a rental ledger (L#3) in support of their claim.

#### Tenant's Position:

20. The tenant testified that she last paid rent in June-2025.

### **Analysis**

21. 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.
22. Based on the evidence provided, rental arrears are owed. Rent for September is calculated on a prorated basis to the date of hearing as this Tribunal does not consider future rent. See amended ledger below:

<b>Rental Ledger 2025-0726-NL</b>			
<b>Date</b>	<b>Action</b>	<b>Amount</b>	<b>Total</b>
	Balance		\$0.00
July 1, 2025	Rent due	\$1,050.00	\$1,050.00
August 1, 2025	Rent due	\$1,050.00	\$2,100.00
Sept 1-11, 2025	Rent due	\$390.72	\$2,490.72

Daily rate:  $\$1050 * 12 \text{ months} = \$12,600 / \text{yr}$   
 $\$14400 / 365 \text{ days} = \$35.52 / \text{day}$

23. The tenant shall pay a daily rate of \$35.52 until such time as the landlord regains the possession of the unit.

### **Decision**

24. The landlord's claim for rent succeeds in the amount of \$2490.72.

### **Issue 3: Security Deposit**

#### Landlords Position:

25. The landlord is seeking to retain the security deposit paid by the tenant. She testified that a security deposit of \$350.00 was paid on 19-February-2025 and remains in their possession. A copy of the receipt (L#5) was provided.

#### Tenants Position:

26. The tenant did not dispute the landlords claim.

### **Analysis**

27. In accordance with section 14 of the **Act**, if a landlord has collected a security deposit from a tenant, and if at any point during the tenancy or after it has ended, the landlord believes that they are entitled to retain some or all that deposit as compensation for a liability of the tenant, or as compensation for the tenant's failure to fulfil their obligations under the rental agreement, the landlord may either enter a written agreement with the tenant on the disposition of the deposit, or file an Application for Dispute Resolution with this Division, seeking compensation for financial damages; and to retain the deposit to offset the financial damages.
28. As the landlord's claim for compensation has been successful, the security deposit shall be applied against monies owed.
29. Section 14(7) of the **Act** states that a landlord shall credit interest to the tenant on the full amount or value of the security deposit, at the rate prescribed by the regulations, during the time the security deposit is held by the landlord. The regulations prescribe a 1% annual interest rate for 2025. Calculated to the date of hearing, this results in \$1.97.

### **Decision**

30. The security deposit plus interest totaling \$351.97 is to be applied against monies owed.

**Summary of Decision**

31. The tenant shall pay to the landlord \$2,138.75 as follows:

Rent .....	\$2,490.72
Less: security deposit + interest .....	\$ 351.97
Total .....	\$2,138.75

32. The tenant shall pay a daily rate of rent beginning 12-September-2025 of \$35.52, until such time as the landlord regains possession of the property.

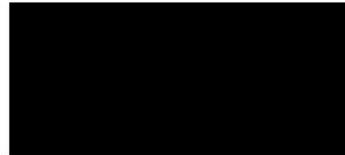
33. The tenant shall vacate the property immediately.

34. The landlord will be awarded an Order of Possession.

35. 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.

21 October 2025

\_\_\_\_\_  
Date



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Michael Reddy, Adjudicator  
Residential Tenancies Office