

Residential Tenancies Tribunal

Application 2025-0766-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 1:48 p.m. on 22-September-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant”, attended via teleconference.

Preliminary Matters

4. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing electronically via e-mail on 2-September-2025 (LL#1). The tenant confirmed receiving the notice on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service, I proceeded with the hearing.
5. There is a fixed-term rental agreement which commenced on 1-April-2025 for six months. Rent is \$1200.00 per month due on 1st of each month. A security deposit of \$600.00 was supposed to be paid at the beginning of the tenancy, however it was not collected.
6. The landlord amended their application to increase rent from \$2500.00 as per their application to total of \$3700.00 including rent for the month of September. I omit the *Security Deposit to be applied against any monies owed* from the landlord’s application.

Issues before the Tribunal

7. The landlord is seeking:
 - Validity of a termination notice;
 - An Order for Vacant Possession of the rented premises;
 - Rent paid \$3700.00;
 - Late fees \$225.00;
 - Compensation paid for damages \$600.00.

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 the following sections of the *Residential Tenancies Act, 2018*: Section 14: Security Deposit, Section 19: Notice where failure to pay rent, and following sections of the *Residential Tenancies Policy* Section 2-4; Deposits, Payments and Fees, Section 7-1 Notice of Termination, and Section 9-3: Compensation for Damages to Rental Premises.

Issue # 1: Validity of the Notice of Termination Vacant Possession of the Rented Premises

Relevant Submissions:

10. The landlord submitted a copy of termination notice under Section 19: *Notice where failure to pay rent* (LL#2). The termination notice was issued on 19-August-2025 with a termination date of 30-August-2025.

Landlord's Position:

11. The landlord testified that rent has not been paid on time since the beginning of the tenancy and has been not paid in full since June-2025, therefore they issued termination notice. The landlord testified that there were no payments made by the tenant after the termination notice was issued. The landlord is seeking vacant possession of residential premises.

Tenant's Position:

12. The tenant confirmed receiving the termination notice on 19-August-2025 and agreed about rent being in arrears. The tenant also confirmed that they did not make any payments after the termination notice was issued.

Analysis

13. 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.

(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.*

14. I accept the testimony of both the landlord and the tenant that the rent has been in arrears since June-2025. I also accept their testimony that the termination notice was issued on 19-August-2025 and that it was properly served on the same date, and that the tenant did not make any payments after the termination notice was issued.

15. Based on the evidence and testimony presented, I find that the termination notice issued by the landlord is valid. I accept that the tenant was in rent arrears in excess of 5 days when the termination notice was issued on 19-August-2025. I accept that on the date of termination, 30-August-2025 the tenant was still in arrears. In accordance with Section 19 of the *Residential Tenancies Act, 2018* as stated above, the termination notice meets the requirements of the *Act* and is a valid notice.

16. I find that the tenant should have vacated the property by 30-August-2025.

Decision

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

Issue # 2: Rent paid \$3700.00 Late fees\$225.00

18. The landlord is seeking rent in the amount of \$3700.00 for June, July, August and September and late fees of \$225.00. The landlord submitted the rental ledger to support their claim (LL#3).

Landlord's Position:

19. The landlord testified that the tenant did not pay rent for three months and that June rent was \$100.00 short. The landlord is seeking rent, security deposit and late fees to be paid in full.

Tenant's Position:

20. The tenant agreed that rent in June was \$100.00 short, and that July, August and September rent was not paid. The tenant explained that she is experiencing financial difficulties and is attempting to access subsidizing.

Analysis

21. *Residential Tenancies Policy 2-4; Deposits, Payments and Fees* states:

Late payment fee:

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.

22. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid under a rental agreement by a tenant during the use or occupancy of a residential premises.

23. I accept the landlord's and the tenant's testimony regarding rent payments. Therefore, with regards to the late fees and in accordance with Section 2-4 of the *Policy* as stated above, I find that that the late fee of \$75.00 is allowed.
24. The rental ledger is amended to show a daily rate for September-2025 as this tribunal does not consider future rent (see below). I find that the tenant is responsible for outstanding rent until 22-September-2025 in the amount of \$3442.90 including late fees. This amount will be calculated as follows:

Amended Rental Ledger 2025-0766-NL			
Date	Action	Amount	total
May 31, 2025	balance	\$0.00	\$0.00
June 1, 2025	Rent due	\$1,200.00	\$1,200.00
June 1, 2025	Payment	-\$1,100.00	\$100.00
July 1, 2025	Rent due	\$1,200.00	\$1,300.00
August 1, 2024	Rent due	\$1,200.00	\$2,500.00
September 1-22, 2025	Rent due	\$867.90	\$3,367.90
	Late fees	\$75.00	\$3,442.90

Daily rate: \$1200 x 12 mths = \$14400.00
 \$14400 / 365 days = \$39.45 per day
 \$39.45 x 22 days = \$867.90

25. The tenant shall pay a daily rate of \$39.45, effective 23-September-2025, until such time as the landlord regains possession of the property.

Decision

26. The landlord's claim for rent and late fees succeeds in the amount of \$3442.90.

Issue # 3: Compensation paid for Damages \$600.00.

Landlord's Position;

27. The landlord is seeking compensation in the amount of the security deposit that supposed to be paid in the beginning of the tenancy for potential damages in the rental unit. They stated that they have not inspected unit but are concerned because the tenant has pets and has not been paying rent, which makes them feel the unit can be damaged.

Tenant's Position:

28. The tenant stated that there are no damages in the unit and that it remains in good condition.

Analysis

29. In accordance with *Residential Tenancies Policy* 9-3, the applicants are required to show:

- *That the damage exists;*
- *That the respondent is responsible for the damage, through a willful or negligent act; and*
- *The value to repair or replace the damaged item(s).*

30. I find that the landlord has not provided any evidence to established that damages exist in the unit or that the tenant is responsible for any damages. As no proof of damages was submitted, the landlord's claim fails.

Decision

31. The landlord's claim for compensations paid for damages does not succeed.

Summary of Decision

32. The termination notice issued on 19-August-2025 is a valid notice.

33. The landlord's claim for compensations paid for damages does not succeed.

34. The landlord's claim for rent and late fees succeeds in the amount of \$3442.90.

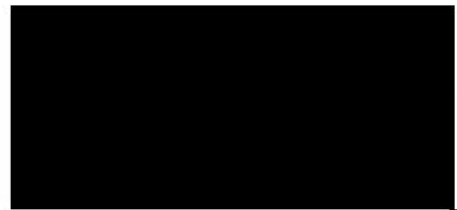
35. The tenant shall pay a daily rate of rent beginning 23-September-2025 of \$39.45, until such time as the landlord regains possession of the property.

36. The tenant shall vacate the property immediately.

37. 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.

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

September 26, 2025
Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office