

Residential Tenancies Tribunal

Application 2025-0778-NL

Michael Reddy
Adjudicator

Introduction

1. Hearing was called at 8:58 a.m. on 22-September-2025 via teleconference.
2. The applicant, [REDACTED] represented by [REDACTED], hereinafter referred to as “the landlord” attended.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” 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 via Registered Mail (# [REDACTED]) on 3-September-2025 (L#1). The tenant confirmed receipt. In accordance with the Residential Tenancies Act, 2018 this is good service.
5. There was a written monthly rental agreement which began on 1-December-2023. Rent is currently set at \$800.00 and due on 1st of each month. A security deposit of \$400.00 was paid on 5-December-2023 and remains in the landlord’s possession.
6. The landlord amended their application to decrease the amount of rent owing from 792.00 as per their application to \$192.00 for rent owing, and to include hearing expenses of \$20.00.

Issues before the Tribunal

7. The landlord is seeking:
 - Vacant Possession of the rented premises;
 - Rent paid and late fees \$267.00;
 - Hearing expenses \$20.00; and
 - Security deposit applied against monies owing \$400.00.

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** (the **Act**).
9. Also, relevant and considered in this decision are Sections 14, 15, 19 and 35 of the **Act**, and the following sections of the Residential Tenancies Policy: 2-04 and 12-01.

Issue 1: Vacant Possession of the Rental Premises

Relevant Submission

10. The landlord's representative submitted a termination notice (L#2) issued to the tenant on 12-August-2025 under Section 19: Notice where failure to pay rent with a termination date of 24-August-2025.

Landlord's Position

11. The landlord's representative testified that the rent has been in arrears since July-2025, and that the termination notice was served on the tenant on 12-August-2025 by email at 11:32 a.m. to the tenant's email address as listed on the rental agreement (L#3). The landlord is seeking vacant possession of the rented premises.

Tenant's Position

12. The tenant confirmed receipt of the notice and noted that he has contacted the landlord's office numerous times to try to discuss this matter. The tenant testified that he has been going through a difficult period, lost his job due to illness and was required to go on social assistance. He testified that the landlord had agreed to allow him to pay rent bi-weekly.

Analysis

13. To receive an order of vacant possession, a termination notice must be determined as valid.
14. The notice was served under Section 19 of the Residential Tenancies Act, 2018, which 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.*

15. The tenant's testimony called into question whether they were actually in rental arrears on the date of issuance of the termination notice, as he stated that the landlord had agreed to accept bi-weekly payments. In response to this statement, the landlord's representative testified that they exercised some leniency given the tenants circumstances but there was no agreement to modify the rental agreement or the date the rent was due, which was the first of the month. The landlord's assertion is also evidence by the application of late fees charged. I accept 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 24-August-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 (12-August-2025) to vacate the premises. The notice met all requirements of Section 19(4) as outlined above and was served on the tenant in compliance with Section 35(2)(f). The termination notice issued on 12-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 24-August-2025.

Decision

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

Issue 2: Rent paid and late fees \$267.00

Landlord's Position:

19. The landlord's representative testified that as of the date of the hearing, rent and late fees are outstanding in the amount of \$267.00. The landlord is seeking payment in full and submitted a rental ledger (L#4), reproduced below in support of their claim. The landlord's representative testified that since the rental ledger was produced, rent for the month of September-2025 became due, and two payments of \$700.00 were received on 2-September-2025 and 21-September-2025 respectively.

Date	Description of Charges	Amount Due	Amount Paid	Balance
June 29 th , 2025	Opening Balance	\$0.00	\$0.00	-\$8.00
June 29 th , 2025	EMT Payment	\$0.00	\$400.00	-\$408.00
July 1 st , 2025	July 2025 Rent	\$800.00	\$0.00	\$392.00
July 31 st , 2025	Late Fees July 2025	\$65.00	\$0.00	\$457.00
August 1 st , 2025	August 2025 Rent	\$800.00	\$0.00	\$1,257.00
August 5 th , 2025	EMT Payment	\$0.00	\$400.00	\$857.00
August 6 th , 2025	Late Fees August 2025	\$10.00	\$0.00	\$867.00

Tenant's Position:

20. The tenant does not dispute the landlord's claim that he owes rent, nor does he contest the associated late fees. He reiterated that he had been going through a difficult time. He further noted that he can get the payment for the amount and can fix the rental arrears, that he now has a regular income through pension, and he can set up direct deposit to ensure that rent is paid on time in future.

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. *Section 15: Fee for failure to pay rent states:*
- (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.*
23. Late fees are prescribed by the Minister, and 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.
24. Based on the evidence provided, rental arrears and the maximum amount of late fees 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:

Rental Ledger 2025-0778-NL			
Date	Action	Amount	Total
	Balance		-\$408.00
July 1, 2025	Rent due	\$800.00	\$392.00
July 31, 2025	Late fees	\$65.00	\$457.00
August 1, 2025	Rent due	\$800.00	\$1,257.00
August 5, 2025	Payment	\$400.00	\$857.00
August 6, 2025	Late fees	\$10.00	\$867.00
Sept 1-22, 2025	Rent due	\$578.60	\$1,445.60
Sept 2, 2025	Payment	\$700.00	\$745.60
Sept 21, 2025	Payment	\$700.00	\$45.60

Daily rate: $\$800 * 12 \text{ months} = \$9600 / \text{yr}$
 $\$9600 / 365 \text{ days} = \$26.30 / \text{day}$

25. The tenant shall pay a daily rate of \$26.30 until the landlord regains the possession of the unit.

Decision

26. The landlord's claim for rent and late fees succeeds in the amount of \$45.60.

Issue 3: Hearing Expenses \$20.00

Landlord's Position:

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

Analysis

28. In accordance with Residential Tenancies Policy Section 12-1, 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

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

Issue 4: Security Deposit

Landlords Position:

30. The landlord's representative testified that a security deposit of \$400.00 was paid at the beginning of the tenancy and remains in their possession. A copy of the receipt (L#6) was provided.

Analysis

31. In accordance with section 14 of the **Act** and policy 10-01, 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.
32. As the landlord's claim for compensation has been successful, the security deposit shall be applied against monies owed.

33. 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 0% interest rate for 2023, and a 1% annual interest rate for both 2024 and 2025. Calculated to the date of hearing, this results in \$6.92.

Decision

34. The security deposit plus interest totaling \$406.92 is to be applied against monies owed.

Summary of Decision

35. The tenant shall pay to the landlord \$0.00 as follows:

Rent, NSF and late fees	\$ 45.60
Hearing expenses	\$ 20.00
Less: security deposit + interest	\$ 406.92
Total	\$ 0.00

36. The tenant shall pay a daily rate of rent beginning 23-September-2025 of \$26.30, until such time as the landlord regains possession of the property.

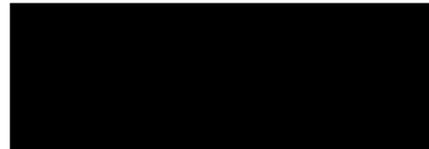
37. The tenant shall vacate the property immediately.

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

39. 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.

22 October 2025

Date



Michael Reddy, Adjudicator
Residential Tenancies Office