

Residential Tenancies Tribunal

Application 2025-0882-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 1:47 p.m. on 16-October-2025.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as “the landlords”, attended by teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as “the tenants”, attended via teleconference.
4. The original claim 2025-0870-NL was dismissed pursuant to the applicants’ request.

Preliminary Matters

5. The landlords submitted two affidavits with their application stating that they had served the tenants with the notice of hearing electronically via e-mails on 2-October-2025 (LL#1,2). The tenants confirmed receiving the notice of the hearing on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service, I proceeded with the hearing.
6. There was a fixed-term rental agreement which commenced on 1-September-2024 until 31-August-2025 and then converted into a month-to-month relationship. The tenants vacated the unit on 30-September-2025. Rent was \$2100.00 per month due on 1st of each month. A security deposit of \$1575.00 was collected on 18-August-2024 and is still in the landlord’s possession.
7. The disposition of Security deposit will be dealt in this decision.

Issues before the Tribunal

8. The landlord is seeking:
 - Validity of the termination notices;
 - An Order for Vacant Possession of the rented premises;
 - Rent paid \$4200.00;
 - Late fees \$75.00;

Legislation and Policy

9. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
10. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 14: Security Deposit, Section 18: Standard termination notice, 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.

Issue # 1: Validity of the termination notices; Vacant Possession of the Rented Premises.

Relevant Submissions:

11. The landlord submitted two copies of termination notices as follows:
 - under Section 18: *Standard termination notice* on 31-July-2025 to vacate on 31-October-2025 (LL#3);
 - under Section 19: *Notice where failure to pay rent* on 9-September-2025 to vacate on 20-September-2025 (LL#4).

The landlords testified that both notices were served by sticking them to the front door of the unit and electronically via emails on the same day they have been issued.

Landlords' Position:

12. The landlords testified that they issued a standard termination notice on 31-July-2025 to vacate the premises in three months as required under the fixed-term rental agreement. However, in September rent had not been paid, therefore they issued a termination notice due to failure to pay rent. The landlord's representative testified that there were no payments made by the tenants after the latest termination notice was issued. The landlords are seeking vacant possession of residential premises.

Tenants' Position:

13. The tenants confirmed receiving both termination notices on the same dates they have been issued and did not dispute that rent has not been paid for the month of September.

Analysis

14. According to the Section 7-1 of the *Policy* Termination by More than 1 Notice, *if a termination notice is already in place and a second notice is issued by either party whereby the termination date is earlier than that specified in the first notice, then so long as this second notice is valid, the tenant is required to vacate on the date specified in the second notice.* Therefore, the latest termination notice issued on 9-September-2025 will be analyzed for the purpose of this decision.
15. 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.
16. I accept the testimony of both parties that rent was not paid in September, and that the termination notice was properly served and received by the tenants on 9-September-2025, and that the tenants did not make any payments after the termination notice was issued.
17. Based on the evidence and testimony presented, I find that the termination notice issued by the landlord is valid. I accept that the tenants were in rent arrears in excess of the 5 days when the termination notice was issued on 9-Septemebr. I accept that on the date of termination, 20-September the tenants were 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.
18. I find that the tenants should have vacated the property by 20-Septemebr-2025.

Decision

19. The termination notice issued on 9-September-2025 is valid termination notice. The landlord's claim for an order for vacant possession of the rented premises succeeds.

Issue # 2: Rent paid \$4200.00 Late fees\$75.00

Relevant Submissions:

20. The landlords are seeking rent for the months of September and October and late fees of \$75.00. The landlords submitted a copy of the rental ledger to support their claim (LL#5).

Landlords' Position:

21. The landlords are seeking rent for the months of September and October, as the tenants failed to pay rent for those months. They testified that they issued a termination notice under section 18 of the *Act* requiring the tenants to vacate by 31-October-2025. The landlords further stated that the tenants provided a termination notice at the end of August, indicating their intent to vacate by the end of September-2025, which they argued was not a proper termination notice under a fixed-term rental agreement requiring two months'

notice. For that reason, the landlords are seeking rent for October as well and late fees of \$75.00.

Tenants' Position:

22. The tenants disputed the landlords' claim for rent. The tenants explained that at the beginning of the tenancy, the landlords were still completing renovations in the unit — including installing carpet in the living room and finishing painting — and that the property was only ready for occupancy around the 15th of the first rental month, although full rent was paid for that month. The tenants stated that there was a verbal agreement with the landlords to treat that period as a half-month rent discount. They further testified that they notified the landlords by the end of August that they would vacate by the end of September, which they did, and that the landlords were aware of their intended move-out date. The tenants also stated that on 30-September they informed the landlords by message that they have vacated the unit. Therefore, they believe they are not responsible for October rent.

Analysis

23. *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.

24. 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.

25. Based on the evidence and testimony presented, I accept that the landlords first issued a termination notice under section 18 of the *Act* requiring the tenants to vacate by the end of October-2025. I also accept that the tenants found a new place to live and notified the landlords by the end of August-2-025 of their intent to vacate by the end of September. Therefore I find that the landlords were clearly informed of the tenants' intention to end the tenancy by the end of September-2025.

26. I accept both the landlords' and the tenants' testimony that rent was not paid for September, and the landlords subsequently issued a termination notice under section 19 of the *Act* for non-payment of rent, requiring the tenants to vacate by 20-September-2025. This termination notice was previously determined to be valid as per paragraph 19 of this Decision, meaning the landlords were seeking to have the tenants vacate early.

27. I asked the landlords whether they attempted to mitigate their losses by trying to rerent the unit during September. They stated that they did not, citing concerns about the tenants' alleged violent behaviour. The tenants disputed this claim, asserting that it was, in fact, the landlords who behaved aggressively. The tenants also testified that the landlords never contacted them to arrange viewings or inspections and, therefore, they could not have refused any viewings. The landlords further testified that the unit was left in poor condition when the tenants vacated. The tenants disputed this statement, claiming they only left behind furniture that had been in the unit from a previous tenancy.

28. Based on the testimony, I find that the landlords were informed in advance that the tenants would vacate the unit and that they did not make reasonable efforts to mitigate their losses

by attempting to re-rent the premises. Regarding the alleged rent discount, I accept that the tenants did not provide sufficient evidence that any such discount was offered, and the landlords denied that any existed.

29. Accordingly, I find that the tenants are responsible for rent up to 30-September-2025, as they properly notified the landlords that they vacated the unit on that date, and the landlords' claim for rent for October-2025 is dismissed. Therefore, with regards to the late fees and in accordance with Section 2-4 of the *Policy* as stated above, I find that the late fee of \$61.00 is allowed.

30. I find that the tenants are responsible for outstanding rent in the amount of \$2161.00 including late fees. This amount will be calculated as follows:

Amended Rental Ledger 2025-0882-NL			
Date	Action	Amount	Total
August 31, 2025	balance		\$0.00
September 1, 2025	Rent due	\$2,100.00	\$2,100.00
	Late fees	\$61.00	\$2,161.00

Decision

31. The landlord's claim for rent and late fees succeeds in the amount of \$2161.00.

Issue # 3: Security deposit to be applied against any monies owed \$1575.00

Analysis

32. Section 14 of the *Residential Tenancies Act, 2018* states:

Security deposit

14. (8) A security deposit is not an asset of the landlord but is held by the landlord in trust and may be used, retained or disbursed only as provided in this section.
- (9) Not later than 10 days after the tenant vacates the residential premises, the landlord shall return the security deposit to the tenant unless the landlord has a claim for all or part of the security deposit.
- (10) Where a landlord believes he or she has a claim for all or part of the security deposit,
 - (a) the landlord and tenant may enter into a written agreement on the disposition of the security deposit; or
 - (b) the landlord or the tenant may apply to the director under section 42 to determine the disposition of the security deposit.
- (11) Where a tenant makes an application under paragraph (10)(b), the landlord has 10 days from the date the landlord is served with a copy of the tenant's application to make an application to the director under paragraph (10)(b).

33. The landlords' claim for losses has been successful as per paragraph 31 and as such, the security deposit shall be applied against monies owed. Pursuant to the *Residential Tenancies Act, 2018* the landlord must pay interest on a security deposit to a tenant for the entire period that the landlord has had the security deposit. The interest is calculated as simple interest and is not compounded. The annual interest in 2024-2025 is 1%.

Decision

34. The security deposit plus interest of \$1593.32 shall be applied against monies owed.

Summary of Decision

35. The termination notice issued on 9-September-2025 is valid termination notice.

36. The tenants shall pay the landlords \$566.68 as follows:

Rent and late fees.....	\$2160.00
Less Security Deposit plus interest	\$1593.32
Total	\$566.68

37. The landlords will be awarded an Order of Possession.

October 20, 2025
Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office