

Residential Tenancies Tribunal

Application 2025-0989-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:49 p.m. on 26-November-2025.
2. The applicant, [REDACTED], represented by [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.

Preliminary Matters

4. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing both electronically and via pre-paid registered mail on 6-November-2025 (LL#1). The tenant confirmed receipt of the document. In accordance with the *Residential Tenancies Act, 2018* this is good service
5. There is a written month-to-month rental agreement which commenced on 1-September-2017. Rent is \$1450.00 per month, due on the first day of each month and a security deposit of \$525.00 was paid on 1-September-2017 and is in the landlord’s possession.

Issues before the Tribunal

6. The landlord is seeking:
 - An Order for vacant possession of the rented premises.

Legislation and Policy

7. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 19: Notice where failure to pay rent.

Issue # 1: Vacant Possession of the Rented Premises

Relevant Submission

8. The landlord submitted a copy of a termination notice given on a *Landlord's Notice to Terminate Early – Cause* form under Section 19: Notice where failure to pay rent. The notice was dated for the 22-October-2025 to vacate on 15-November-2025 (LL#2).

Landlord's and Tenant's Positions

9. The landlord's representative testified that rent is outstanding dating back to July 2025 and he stated that the landlord is seeking vacant possession under Section 19 of the *Act*. The tenant did not dispute that rent is outstanding and provided personal reasons for the delay in payments.

Analysis

10. 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.

(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.*

11. The tenant was in rent arrears in excess of the 5 days when the termination notice was served. On the date of termination, 15-November rent was still in arrears. I asked the landlord's representative how the termination notice was served, and he responded that it was served electronically on 22-October. 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.

12. I find that the tenant should have vacated the premises on 15-November-2025.

Decision

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

14. The tenant shall vacate the property immediately.

15. 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.

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

December 5, 2025

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office