

## Residential Tenancies Tribunal

Application 2025-0991-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 2:01 p.m. on 20-November-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference. The landlord’s authorized representative, [REDACTED], also attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.
4. [REDACTED] has been removed from the application as a respondent for the purpose of this decision.

### Preliminary Matters

5. The landlord submitted an affidavit with his application stating that he had the tenant served with the notice of hearing electronically by email to; [REDACTED] on 5-November-2025 (LL#1). The tenant confirmed receipt of the document on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
6. There is a written month-to-month rental agreement that commenced on 20-September-2020. Rent is \$1200.00 per month, due on the 20th day of each month. A security deposit of \$800.00 was paid on 20-September-2020 and is in the landlord’s possession.
7. The applicant amended the application to omit rent paid.

### Issues before the Tribunal

8. The landlord is seeking:
  - An order for vacant possession of rented premises
  - Hearing expenses \$20.00

### 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*. 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. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Policy Manual*: Recovery of fees.

## Issue # 1: Vacant Possession of the Rented Premises

### Relevant Submission

10. The landlord submitted a copy of a termination notice with cause under Section 19: Notice where failure to pay rent. The notice is signed and dated for 17-September-2025, with a termination date of 29-September-2025 (LL#2).

### Landlord's and Tenant's Positions

11. The landlord's representative testified that rent was outstanding in the amount of \$600.00 when the termination notice was given and was still outstanding on the date of termination and the landlord stated that he is seeking vacant possession. The tenant did not dispute that rent was outstanding in the amount of \$600.00 on 17-September and is still outstanding, however she stated that the landlord's representative failed to work with her to secure rental income.

### **Analysis**

12. 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.
13. The tenant was in rent arrears in excess of the 5 days when the termination notice was served. On the date of termination, 29-September 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.

## Decision

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

### Issue # 2: Hearing expenses \$20.00

## Analysis

15. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#3). In accordance with Section 12-1 of the *Residential Tenancies Policy Manual*, 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

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

### Summary of Decision

17. The landlord shall retain \$20.00 from the security deposit to cover the cost of hearing expenses.

18. The tenant shall vacate the property immediately.

19. 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.

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

November 26, 2025

Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office