

Residential Tenancies Tribunal

Application 2025-1033-NL & 2025-1034-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 11:03 a.m. on 20-November-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED] (tenant 1), hereinafter referred to as “the tenant” attended by teleconference.

Preliminary Matters

4. [REDACTED] and [REDACTED] are added to the application as respondents as the discontinuation agreement between all parties is invalid as per Section 18(5) of the *Act*.
5. The added respondents were not present or represented at the hearing. This Tribunal’s policies concerning notice requirements and hearing attendance have been adopted from the *Rules of the Supreme Court, 1986*. According to Rule 29.05(2)(a) respondents to an application must be served with claim and notice of hearing 10 clear days prior to the hearing date and, where the respondents fail to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondent’s absence so long as they have been properly served. The landlord submitted 3 separate affidavits with her application stating that she had served all 3 tenants with the notice of hearing electronically by email and text on 7 November 2025 (LL#1). Tenant 1 confirmed receipt of his document and the landlord submitted proof of service for the other 2 respondents (LL#2). In accordance with the *Residential Tenancies Act, 2018* this is good service. As the tenants were properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in their absence.
6. Originally there was a verbal rental agreement between the landlord and the 3 tenants which commenced on 1-August-2025. A written month-to-month rental agreement was signed by the landlord and one of the tenants on 1-October-2025. The 2 respondents added to the application as stated above vacated the unit on or about the 31-October-2025; however, are considered tenants for the purpose of this decision. Rent is \$2000.00 per month due on the first day of each month. A security deposit of \$1500.00 was paid on

15-August-2025 and an additional security deposit of \$500.00 was paid on 28-August-2025 which shall be considered “rent paid” for the purpose of this decision as the security deposit shall not exceed 75% of the monthly rent payable. Monies are in the possession of the landlord.

7. The disposition of the security deposit shall be dealt with in this decision. Also, the landlord is seeking hearing expenses.

Issues before the Tribunal

8. The landlord is seeking:
 - An Order for vacant possession of the rented premises.
 - Rent paid \$2000.00
 - Hearing expenses \$20.00
 - Security deposit applied against monies owed \$1500.00
9. The tenant is seeking:
 - Validity of termination notice determined.

Legislation and Policy

10. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
11. 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 Section 18: Notice of termination of rental agreement. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Policy Manual*: Section 12-1: Recovery of costs.

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

Relevant Submissions

12. 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 and Section 21: Notice where premises uninhabitable. The notice was dated for the 7-November-2025 to vacate on 18-November-2025 (LL#3). The tenant also submitted a copy of a termination notice given on a *Landlord’s Notice to Terminate – Standard* form under Section 18: Notice of termination of rental agreement. The notice was dated for the 1-October-2025 to vacate on 1-January-2026 or earlier (TT#1).

Landlord’s and Tenant’s Positions

13. The landlord testified that rent is outstanding for the month of November, and she stated that she is seeking vacant possession under Section 19 of the *Act*. The tenant did not dispute that rent is outstanding for the month of November; however, he testified that the landlord refused to accept rent. The tenant also wished to question the validity of a previous standard termination notice dated 1-October-2025.

Analysis

14. Section 18 of the *Residential Tenancies Act, 2018* states:

Notice of termination of rental agreement

18. (2) A landlord shall give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential premises

(a) not less than 4 weeks before the end of a rental period where the residential premises is rented from week to week;

(b) not less than 3 months before the end of a rental period where the residential premises is rented from month to month; and

(c) not less than 3 months before the end of the term where the residential premises is rented for a fixed term.

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.

(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.

16. With regards to the standard termination notice given to the tenants dated 1-October-2025 to vacate on 1-January-2026 or before, I find that the notice violates Section 18 of the Act as stated above as the termination date does not align with the end of the rental period.

17. With regards to the termination notice given with cause dated 7-November-2025, I asked the landlord if she refused to accept rent from tenant 1 for the month of November and she responded that she did not and she stated that she was never offered rent from the tenant(s). I asked tenant 1 how he attempted to pay the rent, and he responded that he never made any attempts after speaking with the landlord on the telephone in late October, at which time he stated that the landlord told him that she will not be accepting rent from him. I asked the tenant if he could show that he made any attempts to pay the rent either through a declined e-transfer, dated cheque or withdrawal from his banking account and he responded that he could not. I asked the landlord if she told tenant 1 that she would not accept rent from him and she responded that she never had any conversation tenant 1 regarding the refusal to accept rent. I find that the onus is on the tenant to show that he made every effort to pay rent on 1-November, and he failed to do so. For this reason, I find that the tenants contravened Section 19 of the *Act* as stated above.
18. The tenants were in rent arrears in excess of the 5 days when the termination notice was served. On the date of termination, 18-November rent was still in arrears. I asked the landlord how the termination notice was served, and she responded that it was served electronically by email and text on 7-November-2025. 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.
19. I find that the premises should have been vacated on 18-November-2025.
20. As the applicant is successful in obtaining vacant possession under Section 19 of the *Act* as stated above, I find that no further analysis under Section 21 is required.

Decision

21. The standard termination notice dated 1-October-2025 was not a valid notice.
22. The termination notice with cause dated 7-November-2025 is a valid notice.
23. The landlord's claim for an order for vacant possession of the rented premises succeeds.

Issue # 2: Rent paid \$2000.00

Relevant Submission

24. The landlord testified that rent is outstanding in the amount of \$2000.00 for the month of November and she submitted a rental ledger to support the claim (LL#4). See copy of rental ledger below:

1 Aug 25	August Rent	\$2000.00	\$2000.00	0
15 Aug 25	Security deposit	\$2000	\$1500.00	\$500.00
29 Aug 25	Security deposit	\$500	-\$500.00	0
1 Sept 25	September Rent	\$2000.00	-\$2000.00	0
1 Oct 25	October's Rent	\$2000.00	-1500	\$500.00
2 Oct 25	October Rent	\$500	\$500	\$0
1 Nov	Novembers Rent	\$2000.00	\$0	\$2000.00

Landlord's and Tenant's Positions

25. The landlord testified that rent is outstanding for the month of November in the amount of \$2000.00 and she is seeking rent to be paid in full. The tenant's position has not changed, and he reiterated that rent is outstanding due to the landlord's refusal to accept it.

Analysis

26. My position remains the same as above and I find that rent for the month of November is outstanding. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid by a tenant(s) during the use or occupancy of a residential premises. The rental ledger is amended to show a daily rate for November as this tribunal does not consider future rent (see below). **Note:** the security deposit amount has been adjusted as per paragraph 6 above.

Amended Rental Ledger 2025-1033-NL& 2025-1034-NL			
Date	Action	Amount	Total
August 1, 2025	Security deposit due	\$1,500.00	\$1,500.00
August 1, 2025	Rent due	\$2,000.00	\$3,500.00
August 1, 2025	Rent paid	-\$2,000.00	\$1,500.00
August 15, 2025	Security deposit paid	-\$1,500.00	\$0.00
August 29, 2025	rent paid	-\$500.00	-\$500.00
September 1, 2025	Rent due	\$2,000.00	\$1,500.00
September 1, 2025	Rent paid	-\$2,000.00	-\$500.00
October 1, 2025	Rent due	\$2,000.00	\$1,500.00
October 1, 2025	Rent paid	-\$1,500.00	\$0.00
October 2, 2025	Rent paid	-\$500.00	-\$500.00
November 1-20, 2025	Rent due (20 days)	\$1,315.00	\$815.00

Daily rate: $\$2000 \times 12 \text{ mths} = \$24,000$
 $\$24,000 / 365 \text{ days} = \65.75 per day

27. I find that rent is outstanding for the period of 1-November up to and including 20-November in the amount of \$815.00.
28. The tenant shall pay a daily rate of rent in the amount of \$65.75 effective 21-November-2025, until such time as the landlord regains possession of the property.

Decision

29. The landlord's claim for rent paid succeeds in the amount of \$815.00.

Issue # 3: Hearing Expenses \$20.00

Analysis

30. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#5). In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, filing fees can be claimable costs. As the landlord's claim for losses has been successful, I find that the tenants are responsible for the hearing expenses.

Decision

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

Issue # 4: Security deposit applied against monies owed \$1500.00

Analysis

32. The security deposit was reduced from \$2000.00 to \$1500.00 (75% of the rental amount payable) as per Section 14 of the *Act* and the additional \$500.00 paid on 29-August-2025 shall be considered "rent paid" and has been applied to the amended rental ledger above.
33. Section 14 of the *Residential Tenancies Act, 2018* deals with security deposits, and the relevant subsections state:

Security deposit

14. (1) *A landlord shall not demand from a tenant a security deposit that is*
- (b) *more than $\frac{3}{4}$ of the amount of rent payable for the first month where the residential premises is rented from month to month.*
- ...
- (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).*
- (12) *A landlord who does not make an application in accordance with subsection (11) shall return the security deposit to the tenant.*

34. The landlord's claim for losses has been successful as per paragraphs 29 and 31 above and as such the adjusted security deposit shall be applied in part against monies owed.

Decision

35. The landlord's claim to have the security deposit applied against monies owed succeeds.

Summary of Decision

- 36. The standard termination notice dated 1-October-2025 was not a valid notice.
- 37. The termination notice with cause dated 7-November-2025 is a valid notice.
- 38. The tenants shall pay the landlord \$0.00 as follows:

Rent paid	\$815.00
Hearing expenses	20.00
Less: partial security deposit	835.00
 Total	 \$0.00

- 39. The tenants shall pay a daily rate of rent beginning 21-November-2025 of \$65.75, until such time as the landlord regains possession of the property.
- 40. The tenants shall vacate the property immediately.
- 41. The tenants 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.
- 42. The landlord will be awarded an Order of Possession.

November 21, 2025
Date



Pamela Pennell, Adjudicator
Residential Tenancies Office