

## Residential Tenancies Tribunal

Application 2025-1084-NL & 2025-1088-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 9:03 a.m. on 6-January-2026.
2. The applicant, [REDACTED] hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent and counter applicant, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference. The respondent, [REDACTED] was removed from the landlord’s application as [REDACTED] and [REDACTED] are one in the same.

### Preliminary Matters

4. The landlord submitted an affidavit with his application stating that he had served the tenant with the notice of hearing electronically by text on 2 December-2025 (LL#1). The tenant had filed his own application and submitted an affidavit with his application stating that he had served the landlord with the notice of hearing electronically by text the previous day on 1-December-2025 (TT#1). In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There originally was a fixed term agreement with a previous landlord which commenced in May 2023. A new fixed agreement was signed on 1-July-2024 to expire on 30-June-2025. The property sold on 24-July-2025 and the new landlord inherited a month-to-month tenancy. The tenant testified that he vacated the unit on 26-November-2025, however the landlord testified that the tenant is still in the unit. Rent is \$1200.00 per month, including utilities, due on the first day of each month. The tenant testified that he paid a security deposit of \$500.00 to the original landlord and the new landlord disputed that any monies were transferred during the sale of the property.
6. The landlord amended the application to increase rent paid from \$2560.00 as per the application to \$6000.00 and to include hearing expenses. The disposition of the security deposit shall not be dealt with for the purpose of this decision as the tenant is unable to show at this time that he paid the security deposit.

## Issues before the Tribunal

7. The landlord is seeking:
  - An Order for vacant possession of the rented premises.
  - Rent paid \$6000.00
  - Late fees \$75.00
  - Compensation paid for inconvenience \$2000.00
  - Hearing expenses \$20.00
8. The tenant is seeking:
  - Validity of termination notice determined.

## 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 15: Fee for failure to pay rent and 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*: Section 2-4: Deposits, payments and fees.

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

### Relevant Submission

11. Both the landlord and the tenant 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 13-November-2025 to vacate on 25-November-2025 (LL#2).

### Landlord's and Tenant's Positions

12. The landlord testified that rent is outstanding dating back to September 2025, and he stated that he is seeking vacant possession under Section 19 of the *Act*. The tenant did not dispute that he has not paid rent since September and stated that he withheld rent as the landlord owes him monies for work completed. The tenant also stated that he no longer resides at the premises, and he is not opposed to granting the landlord an Order for vacant possession as it will not affect him in anyway.

## Analysis

13. 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.

14. As the tenant claims that he is no longer residing at the residence and is not opposed to this tribunal issuing an *Order* for vacant possession and given that the termination notice is valid from a timeline perspective, I find that the landlord's request for vacant possession succeeds.

## Decision

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

## Issue # 2: Rent paid \$6000.00

### Relevant Submission

16. The landlord testified that rent is outstanding in the amount of \$6000.00 for the period of 1-September-2025 to 31-January-2026 and submitted a rental ledger to support the claim (LL#3). See copy of rental ledger below:

Rental Ledger 2025-1084-NL & 2025-1088-NLNL			
Date	Action	Amount	Total
July 30, 2025	Balance		\$0.00
August 1, 2025	Rent due	\$1,200.00	\$1,200.00
August 4, 2025	Rent paid	-\$1,200.00	\$0.00
September 1, 2025	Rent due	\$1,200.00	\$1,200.00
October 1, 2025	Rent due	\$1,200.00	\$2,400.00
November 1, 2025	Rent due	\$1,200.00	\$3,600.00
December 1, 2025	Rent due	\$1,200.00	\$4,800.00
January 1, 2026	Rent due	\$1,200.00	\$6,000.00

### Landlord's and Tenant's Positions

17. The landlord testified that the tenant is still residing at the premises as his stuff is all around the property and a Christmas tree was lit up during the month of December, and

he is seeking rent to be paid for the period of September 2025 to January 2026 in the amount of \$6000.00.

18. The tenant testified that he vacated the unit on 26-November-2025 and he did not dispute that he has not paid rent since September. However, he stated that he had reason to hold back the rent. The tenant testified that he entered into a verbal agreement with the new landlord to do work around the premises, including such things as pouring a concrete walkway, repairing the front step, removing rotten boards and railings and the removal of an upper wall. The tenant stated that the cost to complete the work was \$1394.00 and he stated that he has applied daily interest at 12%, and the amount now has increased to \$7000.00 which exceeds the outstanding rent.

### **Analysis**

19. Based on a previous *Decision* issued by this tribunal dated 13-November-2025 (2025-0832-NL & 2025-0837-NL) it was determined that the tenant's claim to be compensated for work completed failed as the tenant was unable to show that he completed such work (LL#4). I find that the decision remains for the purpose of this decision as no new evidence was presented to support the tenant's claim.
20. I asked the tenant if he returned the key to the unit when he vacated on 26-November and he responded that he did not and he stated that he did not know where to return the key to. The tenant added that he still had some of his personal belongings at the unit and was back and forth moving items.
21. I accept that the tenant may have vacated the unit, but until he returns the key to the landlord and removes all his personal belongings, then he is still in a landlord tenant relationship and is responsible for the payment of rent. I do not accept the tenant's testimony that he did not know where to drop the key. The tenant had the new landlord's cell number, and he could have advised the landlord that the key was left inside the unit and confirm his departure date.
22. Based on the previous *Order* as referenced in paragraph 19 above, rent has been dealt with for the period of 1-September to 27-October and shall not be dealt with for the purpose of this decision. I find that rent is outstanding for the period of 28-October up to and including 6-January-2026 in the amount of 2794.50 (daily rate = \$1200 x 12 mths = \$14,400 / 365 days = \$39.45 per day).
23. I find that the tenant shall pay a daily rate of rent beginning the 7-January-2026 in the amount of \$39.45 until such time as the landlord regains possession of the property.

### **Decision**

24. The landlord's claim for rent paid succeeds in the amount of \$2794.50.

### **Issue # 3: Late Fees \$75.00**

### **Analysis**

25. Section 15 of the *Residential Tenancies Act, 2018* states:

#### **Fee for failure to pay rent**

15. (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.

26. Residential Tenancies Policy 2-4; Deposits, Payments and Fees states;

**Late Fees:**

*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.*

27. In accordance with Section 15 of the *Act* and Section 2-4 of the *Policy* as stated above, I find that the landlord is entitled to the maximum late fee charge allowable in the amount of \$75.00.

**Decision**

28. The landlord's claim for late fees paid succeeds in the amount of \$75.00.

**Issue # 4: Compensation paid for Inconvenience \$2000.00**

Landlord's and Tenant's Positions

29. The landlord testified that he was forced to retain the services of a *Property Management Company* at a rate of \$500.00 per month to assist him deal with tenancy issues as the tenant was difficult to deal with and caused him a lot of emotional distress. The landlord stated that he felt that it was best to have a professional deal with the issues at hand, and he also stated that the upstairs tenants vacated the unit because they were harassed by the tenant. The landlord is seeking \$2000.00 to cover the cost to hire the *Property Manager* and he submitted a copy of an inconvenience ledger to support the claim (LL#5).

30. The tenant disputed that he was difficult to deal with or caused any problems where the upstairs tenants were concerned. The tenant stated that he had a great relationship with the upstairs tenants and he stated that he never caused any stress for the landlord which would result in him having to incur the cost of a *Property Manager*.

**Analysis**

31. I find that the landlord failed to show that he was forced to retain the services of a *Property Manager* due to the actions of the tenant, and I find that landlord's using such services fall under the "*cost of doing business*". I find that the tenant is not responsible for the landlord's cost to hire a *Property Manager*.

**Decision**

32. The landlord's claim for compensation for inconvenience does not succeed.

**Issue # 5: Hearing Expenses \$20.00**

**Analysis**

33. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#6). 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 tenant is responsible for the hearing expenses.

**Decision**

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

**Summary of Decision**

35. The termination notice dated 13-November-2025 is a valid notice.

36. The tenant shall pay the landlord \$2889.50 as follows:

Rent paid .....	\$2794.50
Late fees .....	75.00
Compensation for inconvenience .....	0.00
Hearing expenses .....	20.00
 Total .....	 \$2889.50

37. The tenant shall pay a daily rate of rent beginning 7-January-2026 of \$39.45, until such time as the landlord regains possession of the property.

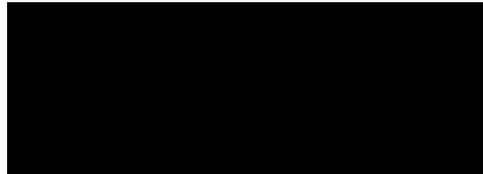
38. The tenant shall vacate the property immediately.

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.

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

January 13, 2026

Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office