

## Residential Tenancies Tribunal

Application 2025-1099-NL

Pamela Pennell  
Adjudicator

---

### Introduction

1. Hearing was called at 9:18 a.m. on 14-January-2026.
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 electronically by email to; [REDACTED] on 10-December 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.
5. There is a written month-to-month rental agreement which commenced on 14-March-2025. Rent is \$830.00 per month, due on the first day of each month. A security deposit of \$300.00 was paid on 24-February-2025 and is in the landlord’s possession.
6. The application was amended to increase rent paid from \$3980.00 as per the application to \$5190.00. Also, the landlord is seeking hearing expenses.

### Issues before the Tribunal

7. The landlord is seeking:
  - An Order for vacant possession of the rented premises.
  - Rent paid \$5190.00
  - Hearing expenses \$20.00
  - Security deposit applied against monies owed \$300.00

### Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
9. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 14: Security deposit 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 12-1: Recovery of costs.

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

### Relevant Submission

10. 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 6-October-2025 to vacate on 20-October-2025 (LL#2).

### Landlord's and Tenant's Positions

11. The landlord's representative testified that rent is outstanding dating back to June 2025, and she stated that the landlord is seeking vacant possession under Section 19 of the *Act*.
12. The tenant did not dispute that rent is outstanding dating back to June 2025 and she provided an explanation.

## **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. The tenant was in rent arrears in excess of the 5 days when the termination notice was served. On the date of termination, 20-October rent was still in arrears. I asked the tenant if she received the termination notice on 6-October and she responded that she had. 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.

15. I find that the tenant should have vacated the premises on 20-October-2025.

**Decision**

16. The landlord’s claim for an order for vacant possession of the rented premises succeeds.

**Issue # 2: Rent paid \$5190.00**

Relevant Submission

17. The landlord’s representative testified that rent is outstanding in the amount of \$5190.00, and they submitted a rental ledger to support the claim (LL#3). See copy of rental ledger below:

DATE	RENT	DATE	PAYMENT	BALANCE
Balance @ May 31, 2025				0.00
Jun 1, 2025 PAP Returned NSF	830.00			830.00
Jul 1, 2025 PAP Returned NSF	830.00			1,660.00
Aug 1, 2025 PAP Returned NSF	830.00			2,490.00
Sep 1, 2025 PAP Returned NSF	830.00			3,320.00
Oct 1, 2025 PAP Returned NSF	830.00	October 10, 2025	400.00	3,750.00
		October 17, 2025	600.00	3,150.00
Nov 1, 2025 PAP Returned NSF	830.00			3,980.00
Dec 1, 2025 PAP Returned NSF	830.00			4,810.00
Jan 1, 2026 PAP Returned NSF	830.00	January 12, 2026	450.00	5,190.00
<b>TOTAL</b>	<b>6,640.00</b>		<b>1,450.00</b>	<b>5,190.00</b>

Landlord’s and Tenant’s Positions

18. The landlord’s representative testified that rent is outstanding dating back to June 2025 in the amount of \$5190.00 and they are seeking rent to be paid in full.

19. The tenant did not dispute that rent is outstanding in the amount of \$5190.00 and provided the landlord with an explanation.

**Analysis**

20. I accept that tenant’s testimony as to why rent was late; however, 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 January as this tribunal does not consider future rent (see below).

Amended Rental Ledger 2025-1099-NL			
Date	Action	Amount	Total
September 30, 2025	Balance		\$3,320.00
October 1, 2025	Rent due	\$830.00	\$4,150.00
October 10, 2025	Payment	-\$400.00	\$3,750.00
October 17, 2025	Payment	-\$600.00	\$3,150.00
November 1, 2025	Rent due	\$830.00	\$3,980.00
December 1, 2025	Rent due	\$830.00	\$4,810.00
January 1-14, 2026	Rent due (14 days)	\$382.06	\$5,192.06
January 12, 2026	Payment	-\$450.00	\$4,742.06

Daily rate: \$830 x 12 mths = \$9960  
 \$9960 / 365 days = \$27.29 per day

21. I find that rent is outstanding for the period of 1-June-2025 up to and including 14-January-2026 in the amount of \$4742.06.
22. The tenant shall pay a daily rate of rent in the amount of \$27.29 effective 15-January-2026, until such time as the landlord regains possession of the property.

#### Decision

23. The landlord's claim for rent paid succeeds in the amount of \$4742.06.

#### Issue # 3: Hearing Expenses \$20.00

##### Analysis

24. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#4). 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

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

#### Issue # 4: Security deposit applied against monies owed \$300.00

##### Analysis

26. Section 14 of the *Residential Tenancies Act, 2018* deals with security deposits, and the relevant subsections state:

##### 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).
- (12) A landlord who does not make an application in accordance with subsection (11) shall return the security deposit to the tenant.

27. The landlord's claim for losses has been successful as per paragraphs 23 and 25 above 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 rate for 2025 was 1% and is currently 0% for 2026.

**Decision**

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

**Summary of Decision**

29. The tenant shall pay the landlord \$4459.50 as follows:

Rent paid .....	\$4742.06
Hearing expenses .....	20.00
<b>Less: security deposit &amp; interest.....</b>	<b>302.56</b>
 Total .....	 \$4459.50

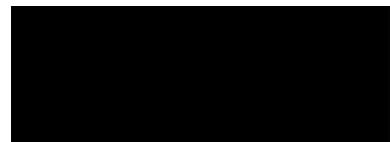
30. The tenant shall pay a daily rate of rent beginning 15-January-2026 of \$27.29, until such time as the landlord regains possession of the property.

31. The tenant shall vacate the property immediately.

32. 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.

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

January 20, 2026  
Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office