

## Residential Tenancies Tribunal

Application 2025-1113-NL

Pamela Pennell  
Adjudicator

---

### Introduction

1. Hearing was called at 1:59 p.m. on 8-January-2026.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” did not attend.

### Preliminary Matters

4. The tenant was not present or represented at the hearing and I was able to reach him by telephone at the start of the hearing, however he declined participation. 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 the claim and notice of hearing 10 clear days prior to the hearing date and, where the respondent fails to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondent’s absence so long as he has been properly served. The landlord submitted an affidavit with her application stating that she had served the tenant with the notice of hearing electronically by email to; [REDACTED] on 9-December-2025 (LL#1). The landlord submitted proof of service which shows that it was actually served 1 day later (LL#2). In accordance with the *Residential Tenancies Act, 2018* this is good service. As the tenant was properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in his absence.
5. There is a verbal month-to-month rental agreement which commenced on 16-October-2025. Rent is \$1500.00 per month, due on the first day of each month and Utilities are \$195.00 per month. A security deposit of \$800.00 was paid on 7-October-2025 and is in the landlord’s possession.
6. The application was amended to increase rent paid from \$2450.00 as per the application to \$3950.00 and to increase utilities paid from \$292.50 to \$487.50. Also, the landlord is seeking hearing expenses.

7. The disposition of the security deposit shall be dealt with in this decision.

### Issues before the Tribunal

8. The landlord is seeking:
- An Order for vacant possession of the rented premises.
  - Rent paid \$3950.00
  - Utilities paid \$487.50
  - Hearing expenses \$20.00
  - Security deposit applied against monies owed \$800.00

### 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*.
10. 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

11. 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 under Section 24: Notice where tenant contravenes peaceful enjoyment and reasonable privacy. The notice was dated for the 19-November-2025 to vacate on 30-November-2025 (LL#3).

#### Landlord's Position

12. The landlord testified that rent is outstanding dating back to November 2025, and she stated that she is seeking vacant possession under Section 19 of the *Act*. The landlord also stated that the tenant has contravened Section 24 of the *Act*.

### 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, 30-November-2025 rent was still in arrears. I asked the landlord how the termination notice was served, and she responded that it was posted to the tenant's door. In accordance with Section 19 and Section 35 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 30-November-2025.

16. As the landlord has been successful in her claim for vacant possession under Section 19 of the *Act*, the contravention of Section 24 shall not be analyzed for the purpose of this decision.

## Decision

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

## Issue # 2: Rent paid \$3950.00

### Relevant Submission

18. The landlord testified that rent is outstanding in the amount of \$3950.00, and she submitted a rental ledger to support the claim (LL#4). See breakdown of rental ledger below:

Rental Ledger 2025-1113-NL			
Date	Action	Amount	Total
October 31, 2025	Balance		\$0.00
November 1, 2025	Rent due	\$1,500.00	\$1,500.00
November 3, 2025	Payment	-\$550.00	\$950.00
December 1, 2025	Rent due	\$1,500.00	\$2,450.00
January 1, 2026	Rent due	\$1,500.00	\$3,950.00

### Landlord's Position

19. The landlord testified that the tenant is still residing at the residence, and she is seeking rent to be paid in full to the end of January 2026.

**Analysis**

20. 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 2025-1113-NL			
Date	Action	Amount	Total
October 31, 2025	Balance		\$0.00
November 1, 2025	Rent due	\$1,500.00	\$1,500.00
November 3, 2025	Payment	-\$550.00	\$950.00
December 1, 2025	Rent due	\$1,500.00	\$2,450.00
January 1-8, 2026	Rent due (8 days)	\$394.56	\$2,844.56

Daily rate: \$1500 x 12 mths = \$18000  
 \$18000 / 365 days = \$49.32 per day

21. I find that rent is outstanding dating back to November 2025 up to and including 8-January-2026 in the amount of \$2844.56.

22. The tenant shall pay a daily rate of rent in the amount of \$49.32 effective 9-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 \$2844.56.

**Issue # 3: Utilities \$487.50**

Relevant Submission

The landlord testified that utilities are outstanding in the amount of \$487.50, and she submitted a utilities ledger to support the claim (LL#5). See copy of utilities ledger below:

Item #	Description of Utility Charges	Compensation Claimed
E.g.	January 1-31, 2020 - Newfoundland Power Bill	\$ 450.00
1	October Electric Bill	\$ 97.50
2	November Electric Bill	\$ 195.00

Landlord’s Position

24. The landlord submitted a breakdown of the verbal agreement stating that the tenant agreed to pay utilities in the amount of \$195.00 per month and she stated that utilities are now outstanding for the period of October – December in the amount of \$487.50 and she is seeking utilities to be paid in full.

**Analysis**

25. I accept the landlord's testimony that non-payment of utilities is a violation of the verbal rental agreement. I find that the utilities should have been paid by the tenant as agreed upon. As the tenant declined participation and was unable to dispute the amount claimed, I accept the landlord's testimony, and I find that the tenant is responsible for utilities paid in the amount of \$487.50.

### **Decision**

26. The landlord's claim for Utilities paid succeeds in the amount of \$487.50.

### **Issue # 4: Hearing Expenses \$20.00**

#### **Analysis**

27. 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**

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

### **Issue # 5: Security deposit applied against monies owed \$800.00**

#### **Analysis**

29. 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.

30. The landlord's claim for losses has been successful as per paragraphs 23, 26 and 28 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**

31. The security deposit shall be applied against monies owed.

**Summary of Decision**

32. The tenant shall pay the landlord \$2550.18 as follows:

Rent paid .....	\$2844.56
Utilities paid .....	487.50
Hearing expenses .....	20.00
Less: security deposit & interest.....	801.88
Total .....	\$2550.18

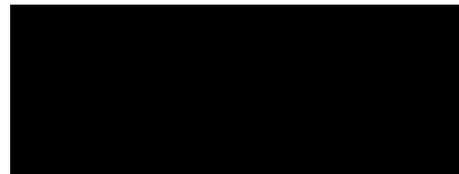
33. The tenant shall pay a daily rate of rent beginning 9-January-2026 of \$49.32, until such time as the landlord regains possession of the property.

34. The tenant shall vacate the property immediately.

35. 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.

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

January 13 6 , 202  
Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office