

## Residential Tenancies Tribunal

Application 2025-1144-NL

Oksana Tkachuk  
Adjudicator

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### Introduction

1. Hearing was called at 9:17 a.m. on 20-January-2026.
2. The applicant, [REDACTED], represented by Holly Halfyard, hereinafter referred to as “the landlord”, attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant”, did not attend.
4. The landlord’s representative amended their application to remove [REDACTED] from the application as a respondent. Upon joining the teleconference, [REDACTED] explained that she had vacated the unit in August-2025 and had properly informed the landlord’s employee at that time, and she stated that she has proof of providing that notice. The landlord’s representative advised that the employee in question is no longer with the company, and further indicated that, she does recall the situation. Based on the evidence and submissions, it is determined that the joint tenancy ended in August-2025 when [REDACTED]. [REDACTED] provided notice and vacated the premises, as permitted under the *Residential Tenancies Act, 2018*. Although no new written rental agreement was executed thereafter, the remaining tenant continued to occupy the unit, and the landlord continued to accept that occupancy. Pursuant to section 10 of the *Act*, the parties are therefore deemed to have continued the tenancy under the same terms and conditions as the previous agreement.

### Preliminary Matters

5. The tenant was not present or represented at the hearing and I was unable to reach them by telephone at the start of 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 the 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 they have been properly served.
6. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing electronically via email on 23-December-2025 (LL#1). The landlord provided proof of sent email on that date and proof that this email address was used for communication with the tenant before (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 their absence.

7. There is a written fixed-term rental agreement which commenced on 1-April-2025. Rent is \$1900.00 per month due on 1<sup>st</sup> of each month. A security deposit of \$1425.00 was collected on 3-March-2025 and is in the landlord's possession.
8. The landlord amended their application to increase rent from \$4200.00 as per their application to total of \$6100.00 including rent for the month of January.
9. The disposition of the Security Deposit will be dealt in this decision.

### **Issues before the Tribunal**

10. The landlord is seeking:
  - An Order for Vacant Possession of the rented premises;
  - Rent paid \$6100.00;

### **Legislation and Policy**

11. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
12. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 14: Security Deposit, Section 19: Notice where failure to pay rent.

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

#### Relevant Submissions:

13. The landlord submitted a copy of termination notice under Section 19: *Notice where failure to pay rent* (LL#3) that was issued on 12-December-2025 with a termination date of 23-December-2025. The landlord testified that the notice was served electronically via email on the same day it has been issued.

#### Landlord's Position:

14. The landlord's representative stated that they issued a tenant termination notice because rent has not been paid in full since September-2025 and that there were no payments received after the termination notice was issued. Therefore, the landlord is seeking vacant possession of the residential premises.

### **Analysis**

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.

(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. I accept the testimony the landlord that the rent was not paid on time and had been in arrears for a considerable period prior issuance of the termination notice, as the tenant was not present or represented during the hearing to provide their testimony.
- 17. I also accept the testimony of the landlord that the termination notice was issued on 12-December-2025 and that it was properly served on the same date electronically, and that the tenant did not make any payments after the termination notice was issued.
- 18. Based on the evidence and testimony presented, I find that the termination notice issued by the landlord is valid. I accept that the tenant was in rent arrears in excess of 5 days when the termination notice was issued on 12-December-2025. I accept that on the date of termination, 23-December-2025 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. I find that the tenant should have vacated the property by 23-December-2025.

**Decision**

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

**Issue # 2: Rent paid \$6100.00**

Relevant submission:

- 20. The landlord submitted the rental ledger to support their claim, see copy below:

7/1/2025	Rent Due		\$1,900.00	\$1,900.00
7/7/2025	EMT Tenant Payment		(\$1,900.00)	\$0.00
8/1/2025	Rent Due		\$1,900.00	\$1,900.00
8/14/2025	EMT Tenant Payment		(\$1,200.00)	\$700.00
8/15/2025	EMT Tenant Payment		(\$700.00)	\$0.00
8/1/2025	Rent Due		\$1,900.00	\$1,900.00
9/8/2025	EMT Tenant Payment		(\$1,000.00)	\$900.00
10/1/2025	Rent Due		\$1,900.00	\$2,800.00
10/2/2025	EMT Tenant Payment		(\$1,700.00)	\$1,100.00
10/7/2025	EMT Tenant Payment		(\$700.00)	\$400.00
11/1/2025	Rent Due		\$1,900.00	\$2,300.00
12/1/2025	Rent Due		\$1,900.00	\$4,200.00
1/1/2026	Rent Due		\$1,900.00	\$6,100.00
			\$20,425.00	(\$14,325.00)
				\$6,100.00

Landlord’s Position:

21. The landlord is seeking payment of rent in full for the months September, October, November, December and January in accordance with the rental ledger submitted as evidence. The landlord confirms that the tenants have not made the required payments for these months and requested that the outstanding rent be paid in full.

### Analysis

22. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid under a rental agreement by a tenant during the use or occupancy of a residential premises.
23. I accept the landlord's representative's testimony regarding rental payments, as the tenant was not present or represented during the hearing to provide their account. Therefore, I find that they shall be responsible for full rent for those months. The rental ledger is amended to reflect a daily rate for January-2026, as this tribunal cannot award future rent. Therefore, I find that the tenant shall be responsible for rent up to 20-January-2026 in the amount of \$5449.20. This amount is calculated as follows:

Amended Rental Ledger 2025-1144-NL			
Date	Action	Amount	Total
August 1, 2025	balance		\$0.00
September 1, 2025	Rent due	\$1,900.00	\$1,900.00
September 9, 2025	Payment	-\$1,000.00	\$900.00
October 1, 2025	Rent due	\$1,900.00	\$2,800.00
October 2-7, 2025	Payment	-\$2,400.00	\$400.00
November 1, 2025	Rent due	\$1,900.00	\$2,300.00
December 1, 2025	Rent due	\$1,900.00	\$4,200.00
January 1-20, 2026	Rent due	\$1,249.20	\$5,449.20

$$\begin{aligned} \text{Daily rate: } & \$1900 \times 12 \text{ mths} = \$22800.00 \\ & \$22800 / 365 \text{ days} = \$62.46 \text{ per day} \\ & \$62.46 \times 20 \text{ days} = \$1249.20 \end{aligned}$$

24. The tenant shall pay daily rent of \$62.46 beginning 21-January-2026 until such time when the landlord regains possession of the rental unit.

### Decision

25. The landlord's claim for rent succeeds in the amount of \$5449.20.

### Issue # 3: Security deposit to be applied against any monies owed \$1425.00

### Analysis

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

#### 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).

27. The landlord's claim for losses has been successful as per paragraphs 19 and 25 and as such, the security deposit shall be applied against monies owed. Under section 14 of the Residential Tenancies Act, 2018, the security deposit is held in trust by the landlord for the tenancy as a whole, not for individual tenants. As the tenancy continued with the remaining tenant, the full security deposit remains attached to that ongoing tenancy. 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 interest in 2025 was 1%, the annual interest in 2026 is 0%.

**Decision**

28. Security deposit plus interest of \$1435.74 to be applied against monies owed.

**Summary of Decision**

29. The tenant shall pay the landlord \$4013.46 as follows:

Rent .....	\$5449.20
Less than Security Deposit .....	\$1435.74
Total .....	\$4013.46

30. The tenant shall pay a daily rate of rent beginning 21-January-2026 of \$62.46, until such time as the landlord regains possession of the property.

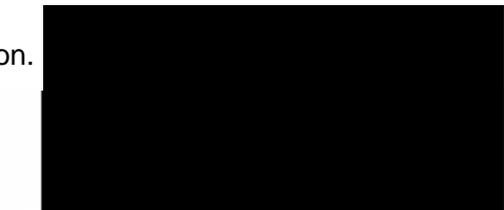
31. The tenant shall vacate the property immediately.

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.

February 5, 2026

Date



Oksana Tkachuk, Adjudicator  
Residential Tenancies Office

