

## Residential Tenancies Tribunal

Application 2026-0008-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 9:14 a.m. on 29-January-2026.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference. [REDACTED], support person for the landlord attended.
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 unable to reach him 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 he has been properly served. The landlord submitted an affidavit with his application stating that he had served the tenant with the notice of hearing via pre-paid registered mail ([REDACTED]) on 12-January-2026 (LL#1). Canada Post tracking indicates that the mail was retrieved on 13-January-2026. 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 was a fixed term rental agreement which commenced on 1-December-2024, which converted to a month-to-month tenancy on 1-December-2025. A second tenant listed on the rental agreement vacated in February 2025. Rent is \$1500.00 per month, due on the first day of each month. A security deposit of \$1125.00 was paid on 24-November-2024 and is in the landlord's possession.

### Issues before the Tribunal

6. The landlord is seeking:

- An Order for vacant possession of the rented premises.
- Hearing expenses \$38.12

## Legislation and Policy

7. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
8. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: 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

9. 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 24: Notice where tenant contravenes peaceful enjoyment and reasonable privacy. The notice was dated for the 30-December-2025 to vacate on 11-January-2026 (LL#2).

### Landlord's Position

10. The landlord testified that rent is outstanding dating back to October 2025, and he submitted a copy of a rental ledger to support the claim (LL#3). The landlord stated that he is seeking vacant possession under Section 19 of the *Act*.

## Analysis

11. 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.

12. The tenant was in rent arrears in excess of the 5 days when the termination notice was served. On the date of termination, 11-January-2026 rent was still in arrears. I asked the landlord how he served the termination notice and he responded that he sent it electronically on 30-December-2025 to the new contact number that was forwarded to him by the tenant when the second tenant listed on the rental agreement vacated in February 2025. The landlord stated that he also sent it via text to 2 other cellphone numbers that the tenant had used to communicate with him recently. 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.

13. As the landlord has been successful in obtaining vacant possession under Section 19 of the *Act*, I find that vacant possession under Section 24 shall not be analyzed for the purpose of this decision.

14. I find that the tenant should have vacated the premises on 11-January-2026.

### **Decision**

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

### **Issue # 2: Hearing Expenses \$38.12**

### **Analysis**

16. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and incurred postal fee charges in the amount of \$18.12 and he is seeking to be reimbursed for his cost. The landlord submitted copies of receipts to support the claim (LL#4). In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, filing fees and postal charges can be claimable costs. As the landlord's claim has been successful, I find that the tenant is responsible for the hearing expenses.

### **Decision**

17. The landlord's claim for hearing expenses succeeds in the amount of \$38.12.

### **Summary of Decision**

18. The landlord shall retain \$38.12 from the security deposit to cover the cost of hearing expenses.

19. The tenant shall vacate the property immediately.

20. 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.

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

February 4, 2026

Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office