

Residential Tenancies Tribunal

Application 2026-0014-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 10:22 a.m. on 27-February-2026.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference. [REDACTED] support person for the landlord was also present.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as “the tenants” did not attend.

Preliminary Matters

4. The tenants were 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 the claim and notice of hearing 10 clear days prior to the hearing date and, where the respondents fail 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. The landlord submitted an affidavit with her application stating that she had served one of the tenants personally at the residential premises on 17-January-2026 (LL#1). The landlord testified that she had served the second respondent via prepaid registered mail ([REDACTED]) on the same date. Canada Post tracking shows that the document was never retrieved. In accordance with the *Residential Tenancies Act, 2018*, registered mail is considered served on the 5th day after it is sent. As the tenants were properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in their absence.
5. There is a month-to-month rental agreement which commenced on 4-December-2025. Rent is \$1225.00 per month, due on the first day of each month. A security deposit was never paid.
6. There are 2 different applications on file, both dated for 7-January. The application that was part of the respondents documents served is the only application that will be reviewed for the purpose of this decision.

Issues before the Tribunal

7. The landlord is seeking:
 - An Order for vacant possession of the rented premises.
 - Hearing expenses \$66.71

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 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 Manuel*: 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 6-January-2026 to vacate on 17-January-2026 (LL#2).

Landlord's Position

11. The landlord testified that rent is outstanding for the month of January, and she stated that she is seeking vacant possession under Section 19 of the *Act*.

Analysis

12. 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.

13. I asked the landlord if rent was in arrears on 1-January and she gave a verbal account of the rental ledger which showed that there was actually a credit of \$720.00 on the account as of 1-January-2026. A payment of \$220.00 was paid on 2-January leaving an outstanding balance of \$500.00. In accordance with Section 19 of the *Act* as stated above, the landlord gave the termination notice on the 5th day after rent was late, and that was 1 day too early. Rent is not late until the 2nd of the month, and a termination notice under Section 19 cannot be issued until the 7th of the month at the earliest. For this reason, I find that the termination notice does not meet the requirements of the *Act* and is not a valid notice.

Decision

14. The landlord's claim for an order for vacant possession of the rented premises does not succeed.

Issue # 2: Hearing Expenses \$66.71

Analysis

15. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and incurred postal fees and photocopying costs. The landlord submitted a copy of the receipts to support the claim (LL#3). In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, filing fees and other administrative fees can be claimable costs. As the landlord's claim has not been successful, I find that the tenants are not responsible for the hearing expenses.

Decision

16. The landlords claim for hearing expenses does not succeed.

Summary of Decision

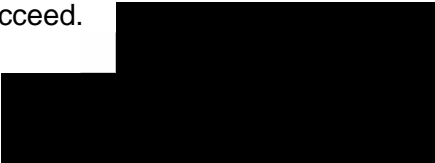
17. The termination notice with cause issued on 6-January-2026 is not a valid notice.

18. The landlords claim for vacant possession does not succeed.

19. The landlords claim for hearing expenses does not succeed.

March 4, 2026

Date


Pamela Pennell, Adjudicator
Residential Tenancies Office