

Residential Tenancies Tribunal

Application 2026-0034-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 2:00 p.m. on 3-February-2026.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, attended via teleconference.
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 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.
5. The landlord submitted two affidavits with their application stating that they had served the tenants with the notice of hearing electronically via emails on 20-January-2026 (LL#1,2). The landlord provided proof of sent emails on that date and proof that this email address was provided by the tenants in the rental agreement for communication (LL#3,4). In accordance with the Residential Tenancies Act, 2018 this is good service. As the tenants was properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in their absence.
6. There is a written fixed-term rental agreement which commenced on 20-November-2025 until 20-May-2026. Rent is \$2725.00 per month due on 20th of each month. A security deposit of \$1000.00 was collected on 21-November-2025 and is in the landlord’s possession.
7. The landlord amended their application to increase rent from \$2725.00 as per their application to total of \$5450.00 including rent for the month of January.

Issues before the Tribunal

8. The landlord is seeking:

- Validity of a Termination Notice;
- An Order for Vacant Possession of the rented premises;
- Rent paid \$5450.00;

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 is the following section of the *Residential Tenancies Act, 2018*: Section 14: Security Deposit, Section 19: Notice where failure to pay rent.

Issue # 1: Validity of a Termination Notice; Vacant Possession of the Rented Premises.

Relevant Submissions:

11. The landlord submitted a copy of termination notice (LL#5) that was issued on 2-January-2026 with a termination date of 12-January-2026. The landlord testified that the notice was served personally on the same day it has been issued.

Landlord's Position:

12. The landlord stated that they issued a termination notice because rent has not been paid on 20-December-2025 and that there were no payments received after the termination notice was issued. The landlord explained that the tenants offered various excuses and attempted to make alternative payment arrangements by proposing to pay portions of the rent on dates different from those agreed to in the rental arrangement; however, they failed to follow through with these proposed arrangements. As a result, the landlord is seeking vacant possession of the residential premises.

Analysis

13. Section 34 of the *Residential Tenancies Act, 2018* states:

Requirements for notices

34. A notice under this Act shall

- (a) be in writing in the form prescribed by the minister;*
- (b) contain the name and address of the recipient;*
- (c) identify the residential premises for which the notice is given; and*
- (d) state the section of this Act under which the notice is given.*

14. 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.*

- 15. I accept the testimony the landlord that the rent was not paid on time and had been in arrears since 20-December-2025 prior issuance of the termination notice, as the tenants were not present or represented during the hearing to provide their testimony.
- 16. I also accept the testimony of the landlord that the termination notice was issued on 2-January-2026 and that it was properly served on the same date personally, and that the tenants did not make any payments after the termination notice was issued.
- 17. Based on the evidence and testimony presented, I find that the termination notice does not comply with the requirements of the *Residential Tenancies Act*, 2018. Specifically, I find that the notice does not state the section of the *Act* under which it was issued, as required by section 34(d). Additionally, although the notice indicates that it was issued due to the tenants' failure to pay rent, it did not provide the required 10 clear days for the tenants to vacate, as required by section 19(1)(b) of the *Act*. Accordingly, I find that the termination notice is invalid.

Decision

- 18. The termination notice issued on 2-January-2026 is invalid.
- 19. The landlord's claim for an order for vacant possession of the rented premises does not succeed.

Issue # 2: Rent paid \$5450.00

Landlord's Position:

- 20. The landlord is seeking payment of rent in full for the months of December and January. 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

- 21. 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.

22. I accept the landlord's testimony regarding rental payments, as the tenants were 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. As the landlord's claim for vacant possession does not succeed as per paragraph 19 of this Decision, I find that the tenants shall be responsible for rent for two months in the amount of \$5450.00.

Decision

23. The landlord's claim for rent succeeds in the amount of \$5450.00.


Summary of Decision

24. The termination notice issued on 2-January-2026 is invalid.

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

26. The tenants shall pay the landlord \$5450.00 for rent.

February 4, 2026
Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office

