

Residential Tenancies Tribunal

Application 2026-0041-NL

Pamela Pennell
Adjudicator

Introduction

1. The Hearing was called at 9:16 a.m. on 5-March-2026.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference. Three additional support persons for the landlord attended.
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 his application stating that he had served the tenants with the notice of hearing electronically by email on 19-February-2026 (LL#1). The landlord submitted proof of service (LL#2). In accordance with the *Residential Tenancies Act, 2018* this is good service. 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 fixed term rental agreement which commenced on 8-October-2025. Rent is \$1800.00 per month due on the 1st day of each month. A security deposit of \$1300.00 was paid on 7-October-2025 and is in the landlord’s possession.
6. The landlord amended the application to increase rent paid from \$3600.00 as per the application to \$5400.00, to increase utilities paid from \$841.94 to \$1520.29, and to include hearing expenses. Also, the disposition of the security deposit shall be dealt with in this decision.

Issues before the Tribunal

7. The landlord is seeking:
 - An Order for Vacant Possession of the rented premises.
 - Utilities paid \$1520.29
 - Rent paid \$5400.00
 - Compensation paid for damages \$483.00
 - Hearing expenses \$20.00
 - Security deposit to be applied against monies owed \$1300.00

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 are the following sections of the *Residential Tenancies Act, 2018*: Section 14: Security Deposit and Section 20: Notice where material term of an agreement contravened. Also, relevant and considered in this decision are the following Sections of the *Residential Tenancies Policy Manuel*: Section 9-3: Damages to rented premises and 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 under Section 20: Notice where material term of agreement contravened. The notice is signed and dated for 31-December-2025, with a termination date of 31-January-2026 (LL#3).

Landlord's Position

11. The landlord testified that the tenants entered into a written agreement to pay the utilities in relation to the rented premises, and he stated that they failed to set up an account with [REDACTED] and as a result he has incurred the cost of utilities to the unit since the commencement of the tenancy. The landlord submitted a copy of the rental agreement to support the claim (LL#4).
12. The landlord testified that he had a conversation with the tenants when they signed the rental agreement outlining their obligation to have the utilities account with [REDACTED] switched to their names and he stated that when he realized that the tenants had failed to do so, he made 3 separate verbal requests to the tenants to have it done. The landlord also testified that he gave a written request on 22-December giving the tenants 7 days to make arrangements with [REDACTED] to switch the account to their names and to pay the outstanding utilities. The landlord submitted a copy of the written request to support the claim (LL#5), and he stated that the account is still in his name to this date. The landlord is seeking vacant possession under Section 20 of the Act.

Analysis

13. Section 20 of the *Residential Tenancies Act, 2018* states:

Notice where material term of agreement contravened

20. (2) Notwithstanding subsection 18(2) and paragraph 18(3)(b), where a tenant contravenes a material term of a rental agreement, the landlord may give the tenant written notice of the contravention, and if the tenant fails to remedy the contravention within a reasonable time after the notice has been served, the landlord may give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential premises.

(3) Where the landlord gives a tenant notice under subsection (2) that a rental agreement is terminated, the notice shall be given

(b) not less than one month before the end of a rental period 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

(4) In addition to the requirements under section 34, a notice under this section shall

(a) be signed by the person giving the notice;

(b) be given not later than the first day of a rental period;

(c) state the date, which shall be the last day of a rental period, on which the rental agreement terminates and the date by which the tenant is required to vacate the residential premises; and

(d) be served in accordance with section 35.

14. In accordance with Section 20 of the Act as stated above, where a tenant contravenes a material term of a rental agreement, the landlord may give the tenant written notice of the contravention. I accept the landlord's testimony and the exhibit entered into evidence which shows that the landlord made every effort including serving the tenants a written request to comply with part 11 of the rental agreement. I find that the tenants failed to comply with the rental agreement to switch the utility account into their names, and as such, I find that the tenants contravened section 20 of the Act.

15. I find that the termination notice was given not less than 1 month before the end of a rented period, and as such I find that the termination notice is a valid notice.

Decision

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

Issue # 2: Utilities Paid \$1520.29

Landlord's Position

17. The landlord testified that utilities are outstanding in the amount of \$1520.29 and he is seeking utilities to be paid in full. The landlord submitted copies of utility bills from *NL Power* to support the claim (LL#6).

Analysis

18. As the landlord could show that the tenants had entered into a written agreement to pay the utilities and as the landlord could show the outstanding balances each month since the commencement of the tenancy, I find that the tenants are responsible for utilities to be paid in the amount of \$1520.29.

Decision

19. The Landlord's claim for utilities paid succeeds in the amount of \$1520.29.

Issue # 3: Rent paid \$5400.00

Relevant Submission

20. The landlord testified that rent is outstanding in the amount of \$5400.00 since the commencement of the tenancy, and he stated that he is seeking rent to be paid in full. The landlord submitted a copy of a rental ledger to support the claim (LL#7). See breakdown of rental ledger below:

Rental Ledger 2026-0041-NL			
Date	Action	Amount	Total
October 1, 2025	Rent due	\$1,800.00	\$1,800.00
October 1, 2025	Payment	-\$900.00	\$900.00
November 1, 2025	Rent due	\$1,800.00	\$2,700.00
November 1, 2025	Payment	-\$900.00	\$1,800.00
December 1, 2025	Rent due	\$1,800.00	\$3,600.00
December 1, 2025	Payment	-\$900.00	\$2,700.00
January 1, 2026	Rent due	\$1,800.00	\$4,500.00
January 1, 2026	Payment	-\$900.00	\$3,600.00
February 1, 2026	Rent due	\$1,800.00	\$5,400.00
February 1, 2026	Payment	-\$900.00	\$4,500.00
March 1, 2026	Rent due	\$1,800.00	\$6,300.00
March 1, 2026	Payment	-\$900.00	\$5,400.00

Landlord's Position

21. The landlord stated that rent is subsidized in the amount of \$900.00 per month and he stated that it is that amount only that he has received each month to date. The landlord also stated that the tenants have not made any attempts to pay their portion of the rent since the commencement of the tenancy and he is seeking rent to be paid in full.

Analysis

22. 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 residential premises. The rental ledger is amended to show a daily rate for March as this tribunal does not consider future rent (see below).

Date	Action	Amount	Total
October 1, 2025	Rent due	\$1,800.00	\$1,800.00
October 1, 2025	Payment	-\$900.00	\$900.00
November 1, 2025	Rent due	\$1,800.00	\$2,700.00
November 1, 2025	Payment	-\$900.00	\$1,800.00
December 1, 2025	Rent due	\$1,800.00	\$3,600.00
December 1, 2025	Payment	-\$900.00	\$2,700.00
January 1, 2026	Rent due	\$1,800.00	\$4,500.00
January 1, 2026	Payment	-\$900.00	\$3,600.00
February 1, 2026	Rent due	\$1,800.00	\$5,400.00
February 1, 2026	Payment	-\$900.00	\$4,500.00
March 1-5, 2026	Rent due (5 days)	\$295.90	\$4,795.90
March 1, 2026	Payment	-\$900.00	\$3,895.90

Daily rate: \$1800 x 12 mths = \$21600
\$21600 / 365 days = \$59.18 per day

23. I find that the tenants are responsible to pay the landlord outstanding rent in the amount of \$3895.90 for the period of October-2025 up to and including 5-March-2026.

24. The tenants shall pay a daily rate of rent in the amount of \$59.18 effective 6-March-2026, until such time as the landlord regains possession of the property.

Decision

25. The landlord's claim for rent paid succeeds in the amount of \$3895.90.

Issue # 4: Compensation paid for Damages \$483.00

Landlord's Position

26. The landlord testified that the glass to the exterior door to the tenant's unit was damaged back in November and needed to be replaced and the window hinges needed to be repaired. The landlord is seeking to be reimbursed for the cost to replace /repair and he submitted a copy of an invoice from *Rideout's Glass and Window Service* to support the claim (LL#8).

Analysis

27. In accordance with *Residential Tenancies Policy 9-3*, the applicant is required to show:

- *That the damage exists;*
- *That the respondent is responsible for the damage, through a willful or negligent act;*
- *The value to repair or replace the damaged item(s)*

28. Based on the landlord's testimony and the exhibit entered into evidence, I find that the landlord was able to show that the damage exists and he was able to show that the damage occurred during the tenancy. The landlord was also able to show the cost to replace the glass window and the cost to repair the window hinges. For those reasons, I find that the tenants are responsible to reimburse the landlord for the cost of damages in the amount of \$483.00.

Decision

29. The landlord's claim for compensation paid for damages succeeds in the amount of \$483.00.

Issue # 5: Hearing Expenses \$20.00

Analysis

30. The landlord paid an application fee of \$20.00 to *Residential Tenancies*, and he submitted a copy of the receipt to support the claim (LL#9). 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 tenants are responsible for hearing expenses.

Decision

31. The landlords claim for hearing expenses succeeds in the amount of \$20.00.

Issue # 6: Security deposit applied against monies owed \$1300.00

Analysis

32. 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.*

33. The landlord's claim for losses has been successful as per paragraphs 19, 25, 29 and 31 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

34. The landlord's claim to have the security deposit applied against monies owed succeeds.

Summary of Decision

35. The tenants shall pay the landlord \$4616.13 as follows:

Utilities paid	\$1520.29
Rent paid	\$3895.90
Compensation for damages	483.00
Hearing expenses	20.00
Less: security deposit & interest.....	1303.06
Total	\$4616.13

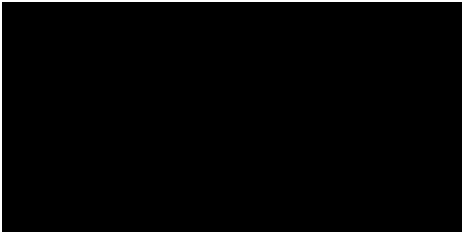
36. The tenants shall pay a daily rate of rent beginning 6-March-2026 of \$59.18, until such time as the landlord regains possession of the property.

37. The tenants shall vacate the property immediately.

38. The tenants 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.

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

March 6, 2026
Date



Pamela Pennell, Adjudicator
Residential Tenancies Office