

Residential Tenancies Tribunal

Application 2026-0045-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:15 a.m. on 29-January-2026.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, attended by teleconference.
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 them at the beginning 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 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 an affidavit with their application stating that they had served the tenant with the notice of hearing electronically via e-mail on 16-January-2026 (LL#1). The landlord also submitted proof of sent email on that day and proved that this email address was provided by the tenant in the rental agreement (LL#2,3). 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.
6. There is a written month-to-month rental agreement which commenced on 1-November-2025. Rent is \$650.00 per month due on 1st of each month. A security deposit was not collected.
7. The landlord amended their application to include hearing expenses of \$20.00.

Issues before the Tribunal

8. The landlord is seeking:
 - An Order for Vacant Possession of the rented premises;

- Rent paid \$1450.00;
- Late fees \$75.00;
- Hearing expenses \$20.00.

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 19: Notice where failure to pay rent, *Residential Tenancies Policy 2-4*; Deposits, Payments and Fees, Section 12-1 of the *Residential Tenancies Policy*: Costs.

Issue # 1: Vacant Possession of the Rented Premises.

Relevant Submissions:

11. The landlord submitted a copy of termination notice under Section 19: *Notice where failure to pay rent* (LL#4) that was issued on 8-January-2026 with a termination date of 19-January-2026. The landlord testified that the notice was hand delivered on the same day it has been issued.

Landlord's Position:

12. The landlord stated that rent had not been paid in full and on time in December and January. As a result, the landlord is seeking vacant possession of the rental premises, citing that rent has not been paid in a timely manner and has been in arrears. The landlord confirmed that they received payment of \$300.00 after they issued a termination notice, however the rent remained in the arrears.

Analysis

13. 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

- rented from *month to month*,**
- rented for a fixed term, or**
- 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

- 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.*

14. I accept the testimony of the landlord that the rent was not paid in full on time and had been in arrears since December, as the tenant was not present or represented during the hearing to provide testimony.
15. I also accept the landlord's testimony that the termination notice was issued on 8-January-2026 and that it was properly served on the same date personally. The tenant made a payment of \$300.00 after the termination notice was issued; however, the rent remained in arrears.
16. 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 8-January-2026. I accept that on the date of termination, 19-January-2026 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.
17. I find that the tenant should have vacated the property by 19-January-2026.

Decision

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

Issue # 2: Rent paid \$1450.00 Late fees \$75.00

Landlord's Position:

19. The landlord stated that the rent arrears have remained outstanding since December-2025. Additionally, the landlord stated that the only payments they received during the months in question were payment of \$250.00 towards rent in December and payment of \$300.00 in January. The landlord is seeking rent and late fees to be paid in full.

Analysis

20. *Residential Tenancies Policy 2-4; Deposits, Payments and Fees* states:

Late payment fee:

When rent is not paid on time, a landlord may charge a late fee of \$5.00 for the first day rent is in arrears and \$2.00 for each additional day that the rent remains in arrears in any consecutive number of rental periods up to a maximum of \$75.00.

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 statement regarding the rental amounts paid, as the tenant was not present or represented during the hearing to provide their account. Therefore, I find that \$75.00 the maximum amount of late fees is allowed. The rental ledger is amended to show a daily rate for January-2026 as this tribunal does not consider future rent (see below). I

find that the tenant is responsible for outstanding rent until 29-January-2026 in the amount of \$794.44 including late fees. This amount will be calculated as follows:

Amended Rental Ledger 2026-45-NL			
Date	Action	Amount	Total
November, 2025	balance		\$0.00
December 1, 2025	Rent due	\$650.00	\$650.00
December, 2025	Payment	-\$250.00	\$400.00
January 1-29, 2026	Rent due	\$619.44	\$1,019.44
January, 2026	Payment	-\$300.00	\$719.44
	Late fees	\$75.00	\$794.44

Daily rate: \$6500 x 12 mths = \$7800.00
 $\$7800 / 365 \text{ days} = \21.36 per day
 $\$21.36 \times 29 \text{ days} = \619.44

23. The tenant shall pay a daily rate of \$21.36, effective 30-January-2026 until such time as the landlord regains possession of the property.

Decision

24. The landlord’s claim for rent and late fees succeeds in the amount of \$794.44.

Issue # 3: Hearing expenses \$20.00.

Relevant Submission

25. The landlord paid \$20.00 for the application fee is seeking reimbursement. The landlord submitted a copy of the receipts to support the claim (LL#5).

Analysis

26. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual: Costs*, as the landlord’s claim was successful as per paragraphs 18 and 24, the landlord will be awarded with \$20.00.

Decision

27. The landlord’s claim for hearing expenses succeeds in the amount of \$20.00.

Summary of Decision

28. The tenant shall pay the landlord \$814.44 as follows:

Rent and late fees.....	\$794.44
Other expenses	\$20.00
 Total	 \$814.44

29. The tenant shall pay a daily rate of rent beginning 30-January-2026 of \$21.36, until such time as the landlord regains possession of the property.

30. The tenant shall vacate the property immediately.

31. 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.

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

February 4, 2026
Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office