

## Residential Tenancies Tribunal

Application 2026-0032-NL  
Counter application 2026-0055-NL

Oksana Tkachuk  
Adjudicator

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### Introduction

1. Hearing was called at 9:15 a.m. on 28-January-2026.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as “the tenants”, were represented by [REDACTED] who attended by teleconference.
3. The respondent and a counter applicant, [REDACTED], hereinafter referred to as “the landlord” attended via teleconference.

### Preliminary Matters

4. The tenant stated that they served the landlord with the notice of the hearing electronically via email on 16-December-2026. The landlord stated that they never received any notice from the tenants. After reviewing the proofs submitted by the tenant (TT#1,2), I found that the email address used for service was incorrect. Therefore, the service is determined to be invalid. The tenant’s claim is discontinued; however, the validity of the termination notice will be determined for the purpose of the landlord’s claim.
5. The landlord submitted two affidavits with their application stating that they had served the tenants with the notice of hearing electronically via e-mails and texts on 16-January-2026 (LL#1,2). The landlord also submitted proofs of service on that day (LL#3). The tenant confirmed that they both were informed about the hearing on that date. In accordance with the Residential Tenancies Act, 2018 this is good service, I proceeded with the hearing.
6. The parties provided contradicting statements regarding their rental agreement. Based on the testimonies and the evidence submitted by the landlord (LL#4), I find that the parties were in a verbal week-to-week agreement. I accept that the landlord provided text message exchanges with the tenants to corroborate his position that the arrangement was week-to-week. On the balance of probabilities, I find the landlord’s testimony to be the more reliable and consistent with the evidence presented. Although there were discussions about entering into a month-to-month arrangement, no such agreement was ever finalized. The tenancy commenced in mid-October 2025, with rent of \$350.00 paid weekly at the beginning of the week. A security deposit was not collected.

## Issues before the Tribunal

7. The landlord is seeking:
  - An Order for Vacant Possession of the rented premises;
  - Rent paid \$700.00;

## 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 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 7-1 of the *Residential Tenancies Policy*: Notice of Termination.

## Issue # 1: Vacant Possession of the Rented Premises.

### Relevant Submissions:

10. The landlord submitted copies of termination notices (LL#5,6) issued to the tenants:
  - Under Section 18: *Notice of termination of rental agreement* that was issued on 10-December-2025 with a termination date of 11-January-2026;
  - Under Section 19: *Notice where failure to pay rent* that was issued on 19-December-2025 with a termination date of 24-December-2025.
11. The landlord testified that both notices were served electronically via email and via sticking them to the door on the same date they had been issued.

### Landlord's Position:

12. The landlord stated that the agreement with the tenants was that they would remain in the unit only for a few weeks, until they found a suitable alternative rental. The landlord explained that they had planned renovations and other work on the unit, and therefore a week-to-week arrangement was suitable under the circumstances. The landlord further stated that rent had not been paid in full for the last two weeks of December. As a result, the landlord is seeking vacant possession of the rental premises, citing that rent had not been paid in a timely manner and had remained in arrears, and that, pursuant to the parties' agreement, the tenants were expected to vacate in December. The landlord confirmed that they received a payment from Income Support after issuing the termination notice; however, the full rent remained outstanding. The landlord also noted that the tenants had indicated they would vacate the premises during December but did not do so.

### Tenant's Position:

13. The tenant confirmed that they received the termination notices on the date specified. The tenant also acknowledged that they had a temporary arrangement, and that rent was not paid in full in December. She further disputed that the tenancy was not a week-to-week, asserting instead that the parties were in a month-to-month relationship. On that basis, she argued that the termination notices issued by the landlord were not valid.

## Analysis

14. According to the Section 7-1 of the *Policy: where a termination notice is already in place and a second notice is issued by either party specifying an earlier termination date, the legislation provides that, provided the second notice is valid, the tenant is required to vacate on the date stated in the second notice.* Therefore, the termination notice issued on 19-December-2025, with a vacate date of 24-December-25, will be the first notice analyzed for the purposes of this decision.

15. 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),

*(a) where the residential premises is rented from week to week and the amount of rent payable by a tenant is overdue for 3 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 3 days after the notice is served on the tenant; and (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.*

16. I accept the testimony of both the landlord and the tenant that rent was not paid for two weeks of December. I also accept the testimony of both parties that the termination notice was issued on 19-December-2025, that it was properly served on that same date. As determined earlier in paragraph 6 of this Decision, the parties were in a week-to-week tenancy.

17. Based on the evidence and testimonies presented, I find that the termination notice issued by the landlord is valid. I accept that the tenants were in rent arrears in excess of 3 days when the termination notice was issued. I accept that on the date of termination, 24-December-2025 the tenants were 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.

18. I find that the tenants should have vacated the property by 24-December-2025.

## Decision

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

## Issue # 2: Rent paid \$700.00

### Relevant Submission:

20. The landlord submitted rental ledger to support their claim, see copy below:

Dec 17/25	Rent Owed	350.00	<del>350.00</del>	350.00
Dec 24/25	Rent Owed	350.00	<del>350.00</del>	350.00

Landlord's Position:

21. The landlord stated that the rent for the rental unit is \$350.00 per week. He submits that in December the tenants paid \$700.00, which covered two weeks of rent. The landlord explains that this payment was made during discussions that the tenants would vacate the rental unit in mid-December.
22. However, the landlord states that the tenants did not vacate the unit as discussed and are still in the unit. The landlord stated that no rent was paid for the remaining two weeks of December. As a result, the landlord is seeking payment of \$700.00 for the outstanding two weeks of rent for December.

Tenant's Position:

23. The tenant disputes the landlord's claim and states that they paid \$700.00 for two weeks in December pursuant to an agreement with the landlord that the tenants would vacate the rental unit in mid-December. She explains that based on this agreement, the tenants were responsible to pay monthly rent of \$1200.00 in December.
24. The tenant further explained that when the landlord later received funds in January from Income Support, she believed those monies would be applied toward the rent for December. However, the tenant confirms that the landlord is correct in stating that the Income Support payment was applied to January's rent. Therefore, the tenant stated that as the monthly rent is \$1200.00, she acknowledges responsibility for the remaining \$500.00 of rent for December.

**Analysis**

25. 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.
26. I find the landlord's testimony to be more credible and consistent. The tenant stated that she paid \$700.00 for two weeks in December, which supports the landlord's evidence that the rent is \$350.00 per week. This demonstrates that the tenant was aware of the weekly rent amount. The tenant's assertion that the monthly rent was \$1200.00 is inconsistent with her own evidence, as a weekly rent of \$350.00 does not correspond to a monthly rent of \$1200.00. The tenant further confirmed that no rent was paid for the remaining two weeks of December and acknowledged that the tenants continued to occupy the rental unit.
27. Based on the evidence, I find that the tenants are responsible for two weeks' rent for December at \$350.00 per week, totaling \$700.00. Accordingly, the landlord's claim for rent succeeds in full in the amount.

**Decision**

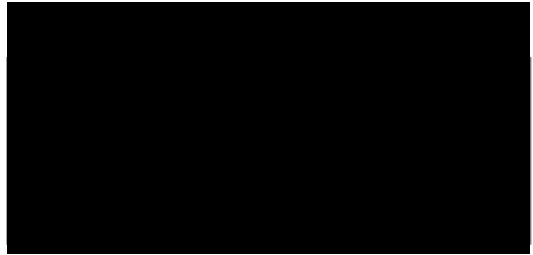
28. The landlord's claim for rent succeeds in the amount of \$700.00.

## Summary of Decision

29. The tenants shall pay the landlord \$700.00 for rent.
30. The tenants shall vacate the property immediately.
31. 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.
32. The landlord will be awarded an Order of Possession.

February 4, 2026

Date



Oksana Tkachuk, Adjudicator  
Residential Tenancies Office