

Residential Tenancies Tribunal

Application 2026-0073-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:14 a.m. on 10-February-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 her 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 respondent fails to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondent’s absence so long as she has been properly served. The landlord submitted 3 affidavits with his application stating that he had served the tenant electronically by email to: [REDACTED] on 23-January-2026. The landlord stated that he also served via pre-paid registered mail to 2 different addresses on 26-January to ensure service was successful (LL#1). The landlord submitted proof of service (LL#2). In accordance with the *Residential Tenancies Act, 2018* the electronic service 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 her absence.
5. There is a written month-to-month rental agreement which commenced on 12-February-2025. Rent is \$700.00 per month, due on the first day of each month. A security deposit of \$525.00 was paid on 5-February-2025 and is in the landlord’s possession.
6. The application was amended to increase rent and late fees paid from \$1400.00 as per the application to \$2130.00 and to increase Other (hearing expenses) from \$20.00 to \$102.24.

Issues before the Tribunal

7. The landlord is seeking:
 - An Order for vacant possession of the rented premises.
 - Rent and late fees paid \$2130.00
 - Hearing expenses \$102.24
 - Security deposit applied against monies owed \$525.00

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, Section 15: Fee for failure to pay rent and Section 19: Notice where failure to pay rent. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Policy Manual*: Section 2-4: Deposits, payments and fees 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 on a *Landlord's Notice to Terminate Early – Cause* form under Section 19: Notice where failure to pay rent. The notice was dated for 7-January-2026 to vacate on 18-January-2026 (LL#3).

Landlord's Position

11. The landlord testified that rent is outstanding dating back to October 2025, and he stated that he 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. The tenant was in rent arrears in excess of the 5 days when the termination notice was served. On the date of termination, 18-January rent was still in arrears. I asked the landlord how he served the termination notice, and he responded that it was sent electronically via email on 7-January. 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.

14. I find that the tenant should have vacated the premises on 18-January-2026.

Decision

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

Issue # 2: Rent & Late Fees Paid \$2130.00

Relevant Submission

16. The landlord testified that rent and late fees are outstanding in the amount of \$2130.00, and he submitted a rental ledger to support the claim (LL#4). See breakdown of rental ledger below:

Rental Ledger 2026-0073-NL			
Date	Action	Amount	Total
September 30, 2025	Balance		\$0.00
October 1, 2025	Rent due	\$700.00	\$700.00
October 3 & 15, 2025	Payment	-\$600.00	\$100.00
October 17, 2025	Late fees	\$35.00	\$135.00
October 17, 2025	Payment	-\$130.00	\$5.00
November 1, 2025	Rent due	\$700.00	\$705.00
December 1, 2025	Rent due	\$700.00	\$1,405.00
December 5, 2025	Late fees	\$75.00	\$1,480.00
December 5, 2025	Payment	-\$750.00	\$730.00
January 1, 2026	Rent due	\$700.00	\$1,430.00
February 1, 2026	Rent due	\$700.00	\$2,130.00

Landlord's Position

17. The landlord testified that rent including late fee charges has not been paid in full since October 2025, and he stated that he is seeking \$2130.00.

Analysis

18. Section 15 of the *Residential Tenancies Act, 2018* states:

Fee for failure to pay rent

15. (1) *Where a tenant does not pay rent for a rental period within the time stated in the rental agreement, the landlord may charge the tenant a late payment fee in an amount set by the minister.*

19. Residential Tenancies Policy 2-4; Deposits, Payments and Fees states;

Late Fees:

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.

20. 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 the residential premises. In accordance with Section 15 of the *Act* and Section 2-4 of the *Policy* as stated above, late fee charges shall be applied to the outstanding rental balance. The rental ledger is amended to show a daily rate for February as this tribunal does not consider future rent (see below).

Amended Rental Ledger 2026-0073-NL			
Date	Action	Amount	Total
September 30, 2025	Balance		\$0.00
October 1, 2025	Rent due	\$700.00	\$700.00
October 3 & 15, 2025	Payment	-\$600.00	\$100.00
October 17, 2025	Late fees	\$35.00	\$135.00
October 17, 2025	Payment	-\$130.00	\$5.00
November 1, 2025	Rent due	\$700.00	\$705.00
December 1, 2025	Rent due	\$700.00	\$1,405.00
December 5, 2025	Late fees	\$40.00	\$1,445.00
December 5, 2025	Payment	-\$750.00	\$695.00
January 1, 2026	Rent due	\$700.00	\$1,395.00
February 1-10, 2026	Rent due (10 days)	\$230.10	\$1,625.10

Daily rate: $\$700 \times 12 \text{ mths} = \8400
 $\$8400 / 365 \text{ days} = \23.01 per day

21. As the balance on the rental ledger has not been zero since the end of September, the landlord can only apply the maximum late fee charge of \$75.00 since that time. I find that the total outstanding rent and late fees combined equates to \$1625.10 for the period of 1-October-2025 up to and including 10-February-2026.

22. The tenant shall pay a daily rate of rent in the amount of \$23.01 effective 11-February-2026, until such time as the landlord regains possession of the property.

Decision

23. The landlord's claim for rent and late fees paid succeeds in the amount of \$1625.10.

Issue # 3: Hearing Expenses \$102.24

Landlord's Position

24. The landlord paid an application fee of \$20.00 to *Residential Tenancies and* also incurred postal fee charges of \$36.24 and Notary costs in the amount of \$46.00 and he is seeking to be reimbursed for his expenses. The landlord submitted copies of the receipts to support the claim (LL#5). In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, filing fees and other administrative costs can be claimable costs.
25. The landlord initially served the tenant electronically via email in accordance with Section 35 of the *Act* and any additional methods of service were not required and as such, I find that the tenant shall not be burdened with the unnecessary costs. Also, 1 affidavit was sufficient to be witnessed and as such, I find that the tenant shall only be responsible for the cost to have 1 affidavit witnessed. I find that the tenant is responsible for the filing fee and 1/3 of the cost to have an affidavit notarized.

Decision

26. The landlords claim for hearing expenses succeeds in the amount of \$35.33.

Issue # 4: Security deposit applied against monies owed \$525.00

Analysis

27. 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.*
28. The landlord's claim for losses has been successful as per paragraphs 23 and 26 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

29. The landlord’s claim to have the security deposit applied against monies owed succeeds.

Summary of Decision

30. The tenant shall pay the landlord \$1130.78 as follows:

Rent & late fees paid.....	\$1625.10
Hearing expenses	35.33
Less: security deposit & interest.....	529.65
Total	\$1130.78

31. The tenant shall pay a daily rate of rent beginning 11-February-2026 of \$23.01, until such time as the landlord regains possession of the property.

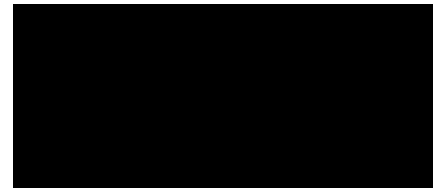
32. The tenant shall vacate the property immediately.

33. 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.

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

February 13, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office