

Residential Tenancies Tribunal

Application 2026-0074-NL

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 1:57 PM on 23 March 2026 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, was represented at the hearing by [REDACTED].
3. The respondent, [REDACTED], hereinafter referred to as “the tenant”, was not in attendance.

Issues before the Tribunal

4. The landlord is seeking the following:
 - An order for a payment of rent in the amount of \$4435.00, and
 - An order for vacant possession of the rented premises.

Legislation and Policy

5. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
6. Also relevant and considered in this case is rule 29 of the *Rules of the Supreme Court, 1986*.

Preliminary Matters

7. The tenant was not present or represented at the hearing and I was unable to reach him by telephone at the commencement 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 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 he has been properly served. The landlord submitted an affidavit with her application stating the tenant was served with the application, by e-mail, on 27 February 2026, and a copy of that e-mail was also submitted with her application. 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 his absence.

8. The landlord amended her application at the hearing and stated that she was no longer seeking an order for vacant possession of the rented premises as the tenant vacated the unit on 04 February 2026. She also stated that she was now seeking an order for a payment of rent in the amount of \$5250.00.

Issue 1: Rent - \$5250.00

Relevant Submissions

9. The landlord stated that the tenant, as well as his then-partner, FL, had entered into a rental agreement with [REDACTED] on 01 October 2012, and a copy of that lease was submitted with her application. The landlord purchased the residential complex from [REDACTED] in 2024 and took over the lease at that time. The landlord testified that [REDACTED] had moved out of the unit sometime before she had purchased the complex, and the tenant was the sole leaseholder from 2024 onwards.
10. When the landlord purchased the complex in 2024, the tenant's monthly rent was then set at \$765.00 per month, and that rate of rent was increased to \$815.00 on 01 October 2025. The landlord also stated that she was holding a security deposit of \$322.50, which the tenant had paid when he first moved into the unit in 2012.
11. On 16 October 2025, the landlord issued the tenant a 3-month termination notice, requiring that he vacate the rental unit on 31 January 2026. He moved out of the unit on 04 February 2026.
12. With her application, the landlord submitted a copy of her rent records showing the payments she had received from the tenant since 2024. According to these records, the tenant last had a zero-balance in February 2025, and since then, although the tenant was making regular payments, these payments were always several hundreds of dollars short of the required monthly rent. By the end of October 2025, the tenant had balance owing totalling \$2150.00, and since then the landlord has only received 1 payment of \$160.00, paid on 20 November 2025. According to the landlord's records, the tenant now has a balancing owing of \$5250.00 for the period ending 28 February 2026, and she is seeking an order for a payment of that amount.

Analysis

13. I accept the landlord's claim that the tenant had not been paying rent as required. According to her rent records, the tenant was in arrears in the amount of \$4435.00 for the period ending 31 January 2026. I also accept the landlord's claim that the tenant failed to vacate the rental unit on 31 January 2025, as per the termination notice she had issued to him. Given that he did not vacate the property until 04 February 2026, I find it unlikely that the landlord would have been able to mitigate her lost rent for that month and I find that she is also entitled to \$815.00 in rent for that month as well. As such, the landlord's claim succeeds.

Decision

14. The landlord's claim for a payment of rent succeeds in the amount of \$5250.00.

Issue 2: Security Deposit.

15. The landlord stated that the tenant had paid a security deposit of \$322.50 on 01 October 2012, and receipt of that deposit is acknowledged in the submitted rental agreement. According to the [Security Deposit Interest Rate Schedule](#), that deposit has accrued \$6.46 in interest.

16. As the landlord's claim has been successful, she shall retain that deposit, plus interest, as outlined in this decision and attached order.

Summary of Decision

17. The landlord is entitled to a payment of \$4921.04, determined as follows:

- a) Rent Owing..... \$5250.00
- b) LESS: Security Deposit..... (\$328.96)
- c) Total Owing to Landlord..... \$4921.04

01 May 2026

Date



John R. Cook
Residential Tenancies Tribunal