

Residential Tenancies Tribunal

Application 2026-0081-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 24-February-2026 at 9:04 am.
2. The applicant of the initial claim, [REDACTED] hereinafter referred to as the landlord, was represented at the hearing by [REDACTED] who attended by teleconference.
3. The respondent, [REDACTED] hereinafter referred to as the tenant, also attended via teleconference.
4. [REDACTED] who was originally named as a respondent, also attended via teleconference.

Procedural History

5. The tenant acknowledged he was properly served.
6. Initially the application included as a respondent [REDACTED], who was a joint tenant with the tenant in this case in the original rental agreement. She asked to be removed as a party from the proceeding as she had vacated the premises before the relevant time period. Both the tenant and landlord consented and agreed she should be removed as a party, so I hereby amend the application to remove her.
7. The landlord seeks to amend the claim for unpaid rent to add rent that has become due since the initial application was made. The tenant objects to this on the basis that he was not notified of this, and he feels he ought to have been contacted about the reason rent was not paid for February.
8. As the continued accrual of rent owing is a natural and predictable eventuality, as the tenant was served notice concerning the issue of unpaid rent, and as having multiple hearings for the same issue would be an inefficient, I hereby amend the application to include the rent owing for the current month of February. Whether or not the tenant was contacted about the reason for the alleged non-payment is irrelevant.

Issues before the Tribunal

9. Should the landlords' claim for unpaid rent succeed?
10. Should the landlords' claim for an order of vacant possession succeed?

Legislation and Policy

11. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018* (the *Act*).
12. Also considered and referred to in this decision are sections 19 and 34 of the *Act*, as follows:

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.

...

Requirements for notices

34. A notice under this Act shall

- (a) be in writing in the form prescribed by the minister;
- (b) contain the name and address of the recipient;
- (c) identify the residential premises for which the notice is given; and
- (d) state the section of this Act under which the notice is given.

Issue 1: Unpaid Rent

Landlord's Position

13. The landlord claims \$2300.00 in unpaid rent, representing the \$1150.00/month rent for the months of January and February 2026.

Tenant's Position

14. The tenant contested the amount of rent he owed and testified as to several payments he made from 18-November-2025 to 14-January-2026. When the landlord further explained the rent owing, his position shifted to objecting that the landlord has misled him by telling him on their 18-November-2025 meeting that he owed only \$400.00, when in fact he owed \$950.00. He testified that he would not have stayed in the rental agreement had he realized how much was owing.

Analysis

15. Considering the evidence in its totality, I accept on a balance of probabilities that the tenant has not paid rent for the months of January and February 2026. His account of his payments perfectly accounts for the rent owing for November 2025 and December 2025. Ultimately, the tenant is responsible for keeping track of his own debts and obligations.
16. I find that the tenant owes rent for January and February 2026. However, this tribunal does not deal in future rent and therefore will not award rent past the date of the hearing. A daily rate must be calculated. The correct formula for determining a daily rate is multiplying the monthly rent by the 12 months and dividing by the 365 days of the year. In this case, the daily rate is $\$1150.00/\text{month} \times (12 \text{ months}/365 \text{ days}) \approx \$37.81/\text{day}$. Calculated to the date of the hearing, the total rent owing for February is \$907.40.

Decision

17. The tenant shall pay to the landlord \$2057.40 in unpaid rent. The tenant shall continue to pay rent at the rate of \$37.81/day for each day they remain in the premises past 24-February-2026.

Issue 2: Vacant Possession

18. In order to receive an order for vacant possession, a landlord must provide a valid termination notice. To be valid, a termination notice must comply with all relevant sections of the *Act*.
19. The landlord provided a copy of a termination notice (LL#1). It is written in the form prescribed by the minister. It contains the name and address of the recipient. It identifies the residential premises for which it was given under s. 19 of the *Act*. It therefore complies with s. 34 of the *Act*.
20. LL#1 was signed by a representative of the landlord. It states the date on which the rental agreement is to terminate. It was served on the tenant by posting it on their door in accordance with s. 35(2)(c) of the *Act*. It therefore complies with s. 19(4).
21. LL#1 was issued on 8-January-2026. At this point rent was overdue by more than 5 days. It gives a move out date of 19-January-2026, which is not less than 10 days late. It therefore complies with s. 19(1)(b) of the *Act*.

Decision

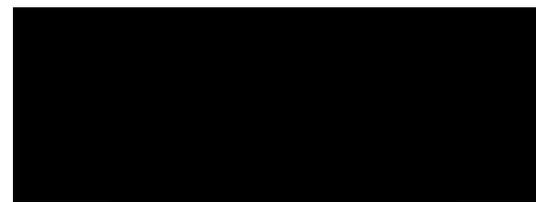
22. The termination notice complies with all relevant sections of the *Act* and is therefore valid. The landlord's application for an order of vacant possession succeeds.

Summary of Decision

23. The landlord was successful in their claim and may seek to be reimbursed for their reasonable hearing expenses. In this case they seek only the \$20.00 application fee, which is granted.
24. The tenant shall vacate the premises immediately.
25. The tenant shall continue to pay rent at the daily rate of \$37.81 for each day they remain in the premises past the date of 24-February-2026.
26. The tenant shall pay to the landlord any costs charged to the landlord, by the Office of the High Sherriff, should the landlord be required to have the Sheriff enforce the attached Order of Possession.
27. The tenant shall pay to the landlord \$2077.40 as follows:

Unpaid Rent.....	\$2057.40
Hearing Expenses.....	\$20.00
 Total.....	 \$2077.40

26-February-2026
Date



Seren Cahill
Residential Tenancies Office