

## Residential Tenancies Tribunal

Application 2026-0093-NL

Oksana Tkachuk  
Adjudicator

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### Introduction

1. Hearing was called at 9:10 a.m. on 10-February-2026.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as “the landlords”, were represented by [REDACTED], who 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 when I reached them by phone, the tenant confirmed that they were unwilling to participate. 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 and text on 27-January-2026 (LL#1). The landlord also submitted proof of sent email and text on that day and proved that this phone number was used for communication with the tenant prior to the hearing (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 fixed-term rental agreement which commenced on 18-July-2025. Rent is \$2100.00 per month due on 1<sup>st</sup> of each month. A security deposit of \$1500.00 was collected on 18-July-2025 and is still in the landlord's possession.
7. The landlord amended their application to increase rent from \$2100.00 as per their application to \$4200.00 including February rent.
8. The disposition of the Security Deposit will be dealt in this decision.

## Issues before the Tribunal

9. The landlord is seeking:
- An Order for Vacant Possession of the rented premises;
  - Rent paid \$4200.00;
  - Late fees \$75.00;
  - Compensation paid for Inconvenience \$26.04.

## Legislation and Policy

10. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
11. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 14: Security Deposit, Section 19: Notice where failure to pay rent, as well as *Residential Tenancies Policy 2-4: Deposits, Payments and Fees*, and *Policy 12-1: Costs*.

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

### Relevant Submissions:

12. 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 served via email and text on the same day it had been issued.

### Landlord's Position:

13. The landlord stated that rent had not been paid in January. As a result, the landlord is seeking vacant possession of the rental premises, citing that they haven't receive any rent payment after they issued a termination notice.

## Analysis

14. 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.***

**(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.*
15. I accept the testimony of the landlord that the rent had been in arrears since January, as the tenant was not present or represented during the hearing to provide testimony.
16. 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. I accept the landlord's statement that the rent remains in arrears.
17. 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.
18. I find that the tenant should have vacated the property by 19-January-2026.

## **Decision**

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

**Issue # 2: Rent paid \$4200.00**  
**Late fees \$75.00**

### Landlord's Position:

20. The landlord stated that they have not received rent payments for the months of January and February. Therefore, the landlord is seeking rent of \$4200.00 and late fees of \$75.00 to be paid in full.

## **Analysis**

21. *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.*

22. 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.
23. I accept the landlord's statement regarding the rental amounts owed, 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 February-2026 as this tribunal does not consider future rent (see below). I find that the tenant is responsible for outstanding rent until 10-February-2026 in the amount of \$2865.40 including late fees. This amount will be calculated as follows:

Amended Rental Ledger 2026-93-NL			
Date	Action	Amount	Total
December 31, 2025	balance		\$0.00
January 1, 2026	Rent due	\$2,100.00	\$2,100.00
February 1-10, 2026	Rent due	\$690.40	\$2,790.40
	Late fees	\$75.00	\$2,865.40

Daily rate: \$2100 x 12 mths = \$25200.00  
\$25200 / 365 days = \$69.04 per day  
\$69.04 x 10 days = \$690.40

24. The tenant shall pay a daily rate of \$69.04, effective 11-February-2026 until such time as the landlord regains possession of the property.

### Decision

25. The landlord's claim for rent and late fees succeeds in the amount of \$2865.40.

### Issue # 3: Compensation paid for the inconvenience \$26.04.

#### Relevant Submission

26. The landlord paid \$26.04 for the application fee and *Residential Tenancies Act* is seeking reimbursement. The landlord submitted a copy of the receipt to support the claim (LL#5).

### Analysis

27. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual: Costs*, general claimable costs may include the costs incurred in the preparation for the hearing. However, I do not accept the cost of purchasing a copy of the *Residential Tenancies Act* as a claimable preparation expense. The *Act* is publicly available online at no cost, and for landlords, familiarity with the legislation is a normal and expected cost of operating a rental business. Accordingly, the landlord's claim for reimbursement of the cost of the *Act* is denied.

28. As the landlord's claim was successful as per paragraphs 19 and 25, the landlord will be awarded filing fee in the amount of \$20.00.

### Decision

29. The landlord's claim for compensation paid for the inconvenience succeeds in the amount of \$20.00.

### Issue # 4: Security deposit to be applied against any monies owed \$1500.00

### Analysis

30. Section 14 of the *Residential Tenancies Act, 2018* states:

#### **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).

31. The landlords' claim for losses has been successful as per paragraphs 25 and 28 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 interest in 2025 was 1%, and the annual interest in 2026 is 0%.

**Decision**

32. The security deposit plus interest of \$1506.86 is to be applied against monies owed.

**Summary of Decision**

33. The tenant shall pay the landlords \$1378.54 as follows:

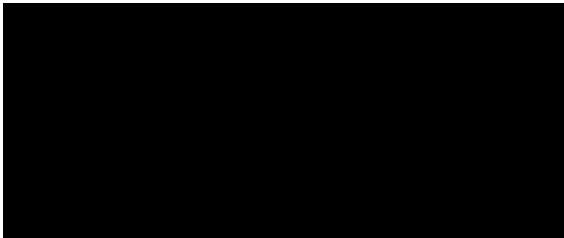
Rent and late fees .....	\$2865.40
Inconveniences .....	\$20.00
<b>Less Security deposit plus Interest.....</b>	<b>\$1506.86</b>
<b>Total .....</b>	<b>\$1378.54</b>

34. The tenant shall pay a daily rate of rent beginning 11-February-2026 of \$69.04, until such time as the landlords regain possession of the property.

35. The tenant shall vacate the property immediately.

36. The tenant shall pay to the landlords 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.

37. The landlords will be awarded an Order of Possession.



February 12, 2026  
Date

Oksana Tkachuk, Adjudicator  
Residential Tenancies Office