

Residential Tenancies Tribunal

Application 2026-0096-NL

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 1:56 PM on 25 February 2026 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, participated in the hearing. The respondent, [REDACTED], hereinafter referred to as “the tenant”, was also in attendance.

Issues before the Tribunal

3. The landlord is seeking the following:
 - An order for a payment of rent in the amount of \$800.00,
 - Authorization to retain \$800.00 of the security deposit, and
 - An order for vacant possession of the rented premises.

Legislation and Policy

4. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
5. Also relevant and considered in this case are sections 16, 19, and 29 of the *Residential Tenancies Act, 2018*.

Preliminary Matters

6. The landlord amended his claim at the hearing and stated that he was now seeking an order for a payment of \$1500.00 in rent.

Issue 1: Rent - \$1500.00

Relevant Submissions

The Landlord's Position

7. The landlord stated that he had entered into a 1-year, fixed-term lease with the tenant commencing on 01 January 2026, and a copy of that agreement was submitted with his application. The agreed rent was set at \$2000.00 per month, and it is acknowledged in the lease that the tenant had paid a security deposit of \$1000.00.
8. The landlord testified that he has only received a total of 3 payments from the tenant since the tenancy began: \$1200.00 on 01 January 2026, \$1000.00 on 10 February 2026, and \$300.00 on 16 February 2026. These payments total \$2500.00, leaving a balance owing of \$1500.00 for the period ending 28 February 2026.

The Tenant's Position

9. The tenant did not dispute the landlord's testimony concerning the rent that she had paid to him over the past 2 months.
10. The tenant argued, though, that she was not required to pay the full rent as the unit was in a state of disrepair when she took possession. The tenant claimed that the unit had not been cleaned before she took possession, that there was no mailbox, that the dryer and the washing machine were not working. Prior to the commencement of the hearing, she submitted photographs showing these defects as well as the general condition of the rental unit when she moved in. Because of these issues, the tenant argued that she was entitled to an abatement of rent.
11. She also argued that as she did not move into the property until 03 January 2026, she was only required to pay a pro-rated rent for that month.

Analysis

12. There is no dispute that the landlord had only received 3 payments from the tenant totalling \$2500.00.
13. Although I accept the tenant's claim that she had not taken possession of the rental unit until 03 January 2026, the submitted rental agreement states that the term of the tenancy begins on 01 January 2026, and no evidence was submitted at the hearing to establish that the landlord had agreed to alter the agreement so that it would begin on 03 January 2026, or that he had agreed to pro-rate the rent for that month. Her argument, therefore, that rent should be pro-rated for those 3 days does not succeed.
14. Regarding the maintenance issues that the tenant had complained about, section 16.(5) of the *Act* contemplates situations where a landlord

... discontinues a service, privilege, accommodation or benefit or a service, privilege, accommodation or benefit is unavailable for a period of time, and the discontinuance or unavailability results in a reduction of the tenant's use and enjoyment of the residential premises

and it deems the value of the discontinued service, privilege, benefit or accommodation to be an improper rent increase. A broken washing machine, e.g., would constitute such a discontinued benefit. But in cases where this occurs, the value of that discontinued benefit is not assessed by the tenant and then unilaterally withheld from the landlord. Rather:

(6) The director may, upon hearing an application under section 42, value a service, privilege, accommodation or benefit discontinued or unavailable for a time under subsection (5).

In other words, where there are maintenance issues with a rental unit, and where a tenant believes that she is entitled to an abatement of rent, she is required to make application to the director under this subsection. No such application was made by the tenant, and she has not received prior authorization from the director to decrease the amount of her rent payments. So that argument fails also.

15. As the landlord is also seeking an order for vacant possession of the rented premises, I find that he is entitled to a payment of rent to the date of the hearing and a per diem thereafter. As the tenant has only paid a total of \$2500.00 for the months of January and February 2026, I calculate the amount owing to be \$1143.75 (\$2000.00 for January 2026, \$1643.75 for February 2026 (\$2000.00 per month x 12 months = \$24,000.00 per year ÷ 365 days = \$65.75 per day x 25 days), less the 3 rent payments totalling \$2500.00).

Decision

16. The landlord's claim for a payment of rent succeeds in the amount of \$1143.75.
17. The tenant shall pay a daily rate of rent in the amount of \$65.75, beginning 26 February 2026, and continuing to the date the landlord obtains vacant possession of the rented premises.

Issue 2: Vacant Possession of Rented Premises

Relevant Submissions

The Landlord's Position

18. With his application, the landlord had also submitted a copy of a termination notice which he stated he had e-mailed to the tenant on 08 January 2026. That notice was issued under section 19 of the *Residential Tenancies Act, 2018*

(notice where failure to pay rent), and it had an effective termination date of 20 January 2026.

19. The landlord stated that the tenant has not moved out of the unit as required and he is seeking an order for vacant possession.

The Tenant's Position

20. The tenant acknowledged receiving the termination notice on 08 January 2026.
21. She argued at the hearing that the notice was invalid, as per section 29 of the *Residential Tenancies Act, 2018*, as the landlord had issued the notice to her in retaliation for the complaints she had made to him about the state of disrepair of the rental property.

Analysis

22. Section 29 of the *Act* states:

Termination for invalid purpose

29. (1) A landlord shall not

(a) terminate or give notice to terminate a rental agreement; or

(b) directly or indirectly coerce, threaten, intimidate or harass a tenant or a member of a tenant's family,

in retaliation for, or for the purpose of deterring the tenant from, making or intervening in a complaint or application in relation to a residential premises.

(2) Where a tenant who is served with a notice of termination of a rental agreement believes that the landlord has contravened subsection (1), he or she may, not later than one month after receiving the notice, apply to the director under section 42 for an order declaring that the rental agreement is not terminated.

23. I pointed out to the tenant at the hearing that her claim for an order declaring the landlord's notice to be invalid could not be heard. Firstly, as stated in s. 29.(2), and similar to the denial of her claim for an abatement of rent, above, in order for the director to make such a declaration, the tenant first has to file an application with this Board. No such application has been filed. And secondly, I pointed out to the tenant that her time for filing such an application had now run out as the termination notice was issued on 08 January 2026, and the application had to be received within one month after receiving the termination notice.

24. With respect to the landlord's claim for an order for vacant possession, section 19 of the *Act* 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.

25. It is not disputed that when the notice was issued on 08 January 2026 the tenant was in rental arrears in the amount of \$800.00. As rent was due on the first day of each month, on 08 January 2026, when the notice was issued, the tenant had been in arrears for a total of 6 full days. No payments were received prior to termination date of 20 January 2026.
26. As the notice meets all the requirements set out in this section of the *Act*, and as it was properly served, the notice is valid.

Decision

27. The landlord's claim for an order for vacant possession of the rented premises succeeds.
28. 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.

Issue 3: Security Deposit

- 29. The landlord stated that the tenant had paid a security deposit of \$1000.00 on 14 December 2025, and receipt of that deposit is acknowledged in the submitted lease. According to the [Security Deposit Interest Rate Schedule](#), that deposit has accrued \$0.49 in interest.
- 30. As the landlord’s claim has been successful, he shall retain that deposit, plus interest, as outlined in this decision and attached order.

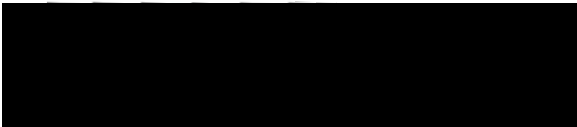
Summary of Decision

31. The landlord is entitled to the following:

- A payment of \$143.26, determined as follows:
 - a) Rent Owing\$1143.75
 - b) LESS: Security Deposit..... (\$1000.49)
 - c) Total.....\$143.26
- An order for vacant possession of the rented premises,
- A payment of a daily rate of rent in the amount of \$65.75, beginning 26 February 2026 and continuing to the date the landlord obtains possession of the rental unit,
- The tenant shall also 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.

27 February 2026

Date



John R. Cook
Residential Tenancies Tribunal