

## Residential Tenancies Tribunal

Application 2026-0103-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 17-February-2026 at 9:15 am.
2. The applicant of the initial claim, the [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, did not attend.

### Procedural History

4. The tenant was not present or represented at the hearing and I was unable to reach them 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 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 they have been properly served. The landlords submitted an affidavit (LL#1) with their application stating that they had served the tenant with notice of the hearing electronically on 27-January-2026. Proof of service was also provided (LL#2). 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.

### Issues before the Tribunal

5. Should the landlord's claim for unpaid rent succeed?
6. Should the landlord's claim for an order of vacant possession succeed?
7. What is the proper disposition of the security deposit?

### 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* (the *Act*).
9. 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**

10. The landlord claims \$3069.50 in unpaid rent, which they say the tenant owes. A rental ledger (LL#3) was provided in support of this claim.
11. I accept the landlord's uncontradicted testimony. However, the claim for \$3069.50 includes the full monthly rent of \$660.00/rent for the current month of February 2026. This tribunal does not award future rent, so 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 the 365 days of the year. In the present case, the daily rate is  $\$660/\text{month} \times (12 \text{ months}/365 \text{ days}) = \sim \$21.70/\text{day}$ . Calculated to the date of the hearing, the rent owing for February is \$368.88. The total rent owing as of the date of the hearing is \$2777.38.

#### Decision

12. The tenant shall pay to the landlord \$2777.38 in unpaid rent. The tenant shall continue to pay rent at the daily rate of \$21.70 for each day they remain in the premises past the date of 17-February-2026.

### **Issue 2: Vacant Possession**

13. In order to receive an order of 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*.
14. The landlord provided a copy of a termination notice (LL#4). 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*.
15. LL#4 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 electronically in accordance with s. 35(2)(f) of the *Act*. It therefore complies with s. 19(4).
16. LL#4 was issued on 2-December-2025, at which time rent was overdue by more than five days. It gives a move out date of 15-December-2025, which is not less than 10 days later. It therefore complies with s. 19(1)(b) of the *Act*.

#### Decision

17. 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.

### **Issue 3: Security Deposit**

18. The landlord is owed moneys and may therefore apply the security deposit against the sum owed. In the present case, the security deposit was \$300.00 which was paid on 19-January-2023.

19. S. 14(7) of the *Act* states that a landlord shall credit interest to the tenant on the full amount or value of the security deposit, at the rate prescribed by the regulations, during the time the security deposit is held by the landlord. The regulations prescribe an interest rate of 0% for the years 2023 and 2026 and a simple interest rate of 1% annual for the years 2024 and 2025. Calculated to the date of the hearing, this results in interest totaling \$6.00.

**Summary of Decision**

- 20. 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.
- 21. The tenant shall vacate the premises immediately.
- 22. The tenant shall continue to pay rent at the daily rate of \$21.70 for each day they remain in the premises past the date of 17-February-2026.
- 23. The tenants 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.
- 24. The tenant shall pay to the landlord \$2492.38 as follows:

Unpaid Rent.....	\$2777.38
Hearing Expenses.....	\$20.00
Less Security Deposit.....	-\$306.00
Total.....	\$2492.38

20-February-2026  
Date



Seren Cahill  
Residential Tenancies Office