

## Residential Tenancies Tribunal

Application 2026-0118-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 9:28 a.m. on 17-March-2026.
2. The applicant, [REDACTED] hereinafter referred to as “the landlord” attended by teleconference.
3. The respondents, [REDACTED] (tenant 1) and [REDACTED] (tenant 2), hereinafter referred to as “the tenants” did not attend.

### Preliminary Matters

4. The tenants were 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 the claim and notice of hearing 10 clear days prior to the hearing date, and where the respondents fail 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 his application stating that he had served tenant 1 electronically by email to: [REDACTED] on 9-February-2026 (LL#1). The landlord stated that the correct date was 5-February and he provided proof of service (LL#2). The landlord testified that he also served tenant 2 electronically by email to: [REDACTED] on 5-February-2026 and he submitted proof of service (LL#2). The hearing was rescheduled and the tenants were served a copy of a notice of rescheduled hearing via pre-paid registered mail dated 20-February-2026. In accordance with the *Residential Tenancies Act, 2018* this is good service. As the tenants were 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 month-to-month rental agreement which commenced on 14-October-2025. Rent is \$2500.00 per month, due on the fifteenth day of each month. A security deposit was never paid.

7. The application was amended to increase rent paid from \$9000.00 as per the application to \$14,000.00 and to increase utilities paid from \$553.05 to \$945.05.

### Issues before the Tribunal

8. The landlord is seeking:
  - An Order for vacant possession of the rented premises.
  - Rent paid \$14,000.00
  - Utilities paid \$945.05

### Legislation and Policy

9. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 19: Notice where failure to pay rent.

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

#### Relevant Submission

10. The landlord submitted a copy of a termination notice given on a *Landlord's Notice to Terminate Early – Cause* form under Section 19: Notice where failure to pay rent. The notice was dated for the 23-December-2025 to vacate on 10-January-2026 (LL#3).

#### Landlord's Position

11. The landlord testified that rent is outstanding dating back to the commencement of the tenancy, and he stated that he is seeking vacant possession under Section 19 of the *Act*.

### Analysis

12. 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.***

***(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.

13. The tenants were in rent arrears in excess of the 5 days when the termination notice was served. On the date of termination, 10-January rent was still in arrears. I asked the landlord how he served the termination notice, and she responded that it was sent via pre-paid registered mail on 23-December ( [REDACTED] ). In accordance with Section 35 of the Act, this is good service, and 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.

14. I find that the tenants should have vacated the premises on 10-January-2026.

### Decision

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

### Issue # 2: Rent Paid \$14,000.00

#### Relevant Submission

16. The landlord testified that rent is outstanding in the amount of \$14,000.00, and he submitted a rental ledger to support the claim (LL#4). See breakdown of rental ledger below:

Rental Ledger 2026-0118-NL			
Date	Action	Amount	Total
October 15, 2025	Rent due	\$2,500.00	\$2,500.00
October 15, 2025	Payment	-\$1,000.00	\$1,500.00
November 15, 2025	Rent due	\$2,500.00	\$4,000.00
December 15, 2025	Rent due	\$2,500.00	\$6,500.00
January 15, 2026	Rent due	\$2,500.00	\$9,000.00
February 15, 2026	Rent due	\$2,500.00	\$11,500.00
March 15, 2026	Rent due	\$2,500.00	\$14,000.00

#### Landlord's Position

17. The landlord testified that rent was paid for the first month of the tenancy only in the amount of \$1000.00 leaving an outstanding balance of \$14,000.00, and he stated that he is seeking rent to be paid in full.

### Analysis

18. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid by a tenant(s) during the use or occupancy of residential premises. The rental ledger is

amended to show a daily rate for March as this tribunal does not consider future rent (see below).

Amended Rental Ledger 2026-0118-NL			
Date	Action	Amount	Total
October 15, 2025	Rent due	\$2,500.00	\$2,500.00
October 15, 2025	Payment	-\$1,000.00	\$1,500.00
November 15, 2025	Rent due	\$2,500.00	\$4,000.00
December 15, 2025	Rent due	\$2,500.00	\$6,500.00
January 15, 2026	Rent due	\$2,500.00	\$9,000.00
February 15, 2026	Rent due	\$2,500.00	\$11,500.00
March 15-17, 2026	Rent due (3 days)	\$246.57	\$11,746.57

Daily rate:  $\$2500 \times 12 \text{ mths} = \$30,000$   
 $\$30,000 / 365 \text{ days} = \$82.19 \text{ per day}$

19. I find that rent is outstanding for the period of 15-October-2025 up to and including 17-March-2026 in the amount of \$11,746.57.
20. The tenants shall pay a daily rate of rent in the amount of \$82.19 effective 18-March-2026, until such time as the landlord regains possession of the property.

### Decision

21. The landlord's claim for rent paid succeeds in the amount of \$11,746.57.

### Issue # 3: Utilities Paid \$945.05

#### Relevant Submission

22. The landlord's representative testified that utilities are outstanding in the amount of \$945.05, and he submitted a utilities ledger and copies of *NL Hydro* bills to support the claim (LL#5). See breakdown of utilities ledger below:

Utility Ledger 2026-0118-NL			
Utility Bill	period	Amount	Total
NL Hydro	October 14 - November 13, 2025	\$129.79	\$129.79
NL Hydro	November 13-December 15, 2025	\$204.37	\$334.16
NL Hydro	December 15 - January 14, 2026	\$218.89	\$553.05
NL Hydro	January 14 - February 13, 2026	\$392.00	\$945.05

#### Landlord's Position

23. The landlord testified that he entered into an agreement with the tenants whereby they would be responsible for all utilities in relation to the unit, and he stated that utilities are outstanding in the amount of \$945.05 to date. The landlord is seeking utilities paid in full.

### Analysis

24. I accept that the tenants are responsible for all utilities in relation to the property and based on the exhibits entered into evidence, I find that the tenants are responsible for

outstanding utilities for the period of 14-October-2025 up to and including 13-February-2026 in the amount of \$945.05.

**Decision**

25. The landlord's claim for utilities paid succeeds in the amount of \$945.05.

**Summary of Decision**

26. The tenants shall pay the landlord \$12,691.62 as follows:

Rent paid .....	\$11746.57
Utilities paid .....	945.05
 Total .....	 \$12,691.62

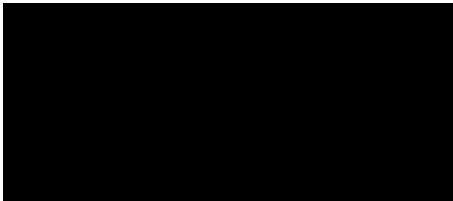
27. The tenants shall pay a daily rate of rent beginning 18-March-2026 of \$82.19, until such time as the landlord regains possession of the property.

28. The tenants shall vacate the property immediately.

29. 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.

30. The landlord will be awarded an Order of Possession.

March 17, 2026  
Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office