

Residential Tenancies Tribunal

Application 2026-0123-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:10 a.m. on 2-March-2026.
2. The applicant, [REDACTED] hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.

Preliminary Matters

4. The landlord submitted a copy of an affidavit with his application stating that he had served the tenant personally at the residential premises on 19-February-2026 (LL#1). The tenant confirmed receipt of the document on that date. In accordance with the *Residential Tenancies Act, 2018*, this is good service.
5. There is a verbal month-to-month rental agreement which commenced on 15-February-2022. Rent is \$590.00 per month, due on the first day of each month. A security deposit of \$265.00 was paid on 16-February-2022 and is in the landlord’s possession.
6. The application was amended to increase rent paid from \$4660.00 as per the application to \$5840.00 and to include hearing expenses. Also, the disposition of the security deposit shall be dealt with in this decision.

Issues before the Tribunal

7. The landlord is seeking:
 - An Order for vacant possession of the rented premises.
 - Rent paid \$5840.00
 - Hearing expenses \$20.00
 - Security deposit applied against monies owed \$265.00

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*.
9. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 14: Security deposit and Section 19: Notice where failure to pay rent. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Policy Manual*: Section 12-1: Recovery of costs.

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 17-October-2025 to vacate on 28-October-2025 (LL#2).

Landlord's and Tenant's Positions

11. The landlord testified that rent is outstanding since June 2025, and he stated that he is seeking vacant possession under Section 19 of the *Act*.
12. The tenant did not dispute that rent has been outstanding since June, however she testified that she made partial cash payments in August, October and November in the amounts of \$1000.00, \$840.00 and \$280.00 respectively. The tenant also testified that she made attempts to pay \$4000.00 in cash to the landlord in February, but he refused to accept the money.

Analysis

13. 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.

14. I asked the landlord if he received any rent monies from the tenant in the months of August, October and November and he responded that he had not. I do not accept the tenant's testimony that she paid the landlord \$2120.00 from August to November and even if she did, there would have still been an outstanding balance on the date of termination. The tenant was in rent arrears in excess of the 5 days when the termination notice was served. On the date of termination, 28-October-2025 rent was still in arrears. I asked the landlord how he served the termination notice and he responded that he served it personally at the residential premises. 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.

15. I find that the tenant should have vacated the premises on 28-October-2025.

Decision

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

Issue # 2: Rent Paid \$5840.00

Relevant Submission

17. The landlord testified that rent is outstanding in the amount of \$5840.00, and he submitted a rental ledger to support the claim (LL#3). See breakdown of rental ledger below:

Rental Ledger 2026-0123-NL			
Date	Action	Amount	Total
May 31, 2025	Balance		\$0.00
June 1, 2025	Rent due	\$580.00	\$580.00
July 1, 2025	Rent due	\$580.00	\$1,160.00
August 1, 2025	Rent due	\$580.00	\$1,740.00
September 1, 2025	Rent due	\$580.00	\$2,320.00
October 1, 2025	Rent due	\$580.00	\$2,900.00
November 1, 2025	Rent due	\$580.00	\$3,480.00
December 1, 2025	Rent due	\$590.00	\$4,070.00
January 1, 2026	rent due	\$590.00	\$4,660.00
February 1, 2026	Rent due	\$590.00	\$5,250.00
March 1, 2026	Rent due	\$590.00	\$5,840.00

Landlord's and Tenant's Positions

18. The landlord testified that rent is outstanding since June 2025 and he is seeking payment in full.

19. As stated above, the tenant did not dispute that rent has been outstanding since June; however, she testified that she made partial cash payments in August, October and November in the amounts of \$1000.00, \$840.00 and \$280.00 respectively. The tenant also testified that she made attempts to pay \$4000.00 in cash to the landlord in February, but he refused to accept the money.

Analysis

20. As stated above, I do not accept the testimony of the tenant that she made cash payments to the landlord in August, October and November and 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 the 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 2026-0123-NL			
Date	Action	Amount	Total
May 31, 2025	Balance		\$0.00
June 1, 2025	Rent due	\$580.00	\$580.00
July 1, 2025	Rent due	\$580.00	\$1,160.00
August 1, 2025	Rent due	\$580.00	\$1,740.00
September 1, 2025	Rent due	\$580.00	\$2,320.00
October 1, 2025	Rent due	\$580.00	\$2,900.00
November 1, 2025	Rent due	\$580.00	\$3,480.00
December 1, 2025	Rent due	\$590.00	\$4,070.00
January 1, 2026	rent due	\$590.00	\$4,660.00
February 1, 2026	Rent due	\$590.00	\$5,250.00
March 1-2, 2026	Rent due (2 days)	\$38.80	\$5,288.80

Daily rate: \$590 x 12 mths = \$7080
 \$7080 / 365 days = \$19.40 per day

21. I find that the tenant is responsible for outstanding rent in the amount of \$5288.80 for the period of 1-June-2025 up to and including 2-March-2026.

22. The tenant shall pay a daily rate of rent in the amount of \$19.40 effective 3-March-2026, until such time as the landlord regains possession of the property.

Decision

23. The landlord’s claim for rent paid succeeds in the amount of \$5288.80.

Issue # 3: Hearing Expenses \$20.00

Analysis

24. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#4). In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, filing fees can be claimable costs. As the landlord’s claim for losses has been successful, I find that the tenant is responsible for the hearing expenses.

Decision

25. The landlords claim for hearing expenses succeeds in the amount of \$20.00.

Issue # 4: Security deposit applied against monies owed \$265.00

Analysis

26. Section 14 of the *Residential Tenancies Act, 2018* deals with security deposits, and the relevant subsections state:

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).*
- (12) *A landlord who does not make an application in accordance with subsection (11) shall return the security deposit to the tenant.*

27. The landlord's claim for losses has been successful as per paragraphs 23 and 25 above 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 annual interest rate for 2022-2023 was 0%, for 2024-2025 was 1% and is currently 0% for 2026.

Decision

28. The landlord's claim to have the security deposit applied against monies owed succeeds.

Summary of Decision

29. The tenant shall pay the landlord \$5038.50 as follows:

Rent paid	\$5288.80
Hearing expenses	20.00
Less: security deposit & interest.....	270.30
Total	\$5038.50

30. The tenant shall pay a daily rate of rent beginning 3-March-2026 of \$19.40, until such time as the landlord regains possession of the property.

31. The tenant shall vacate the property immediately.

32. The tenant 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.

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

March 5, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office