

Residential Tenancies Tribunal

Application 2026-0126-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:15 a.m. on 12-February-2026.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as “the landlords” 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 I was unable to reach her 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 respondent fails to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondent’s absence so long as she has been properly served. The landlords submitted an affidavit with their application stating that they had served the tenant electronically by email to; [REDACTED] on 30-January-2026. The landlords submitted proof of service (LL#2). 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 landlords, I proceeded with the hearing in her absence.
5. There is a fixed-term rental agreement which commenced on 1-November-2025. Rent is \$2250.00 per month, due on the first day of each month. A security deposit of \$1687.00 was paid on 4-October-2025 and is in the landlord’s possession.
6. The application was amended to increase rent paid from \$2250.00 as per the application to \$4500.00.

Issues before the Tribunal

7. The landlord is seeking:
 - An Order for vacant possession of the rented premises.

- Rent and late fees paid \$4575.00
- Hearing expenses \$20.00
- Security deposit applied against monies owed \$1687.00

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, Section 15: Fee for failure to pay rent and Section 19: Notice where failure to pay rent. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Policy Manual*: Section 2-4: Deposits, payments and fees and Section 12-1: Recovery of costs.

Issue # 1: Vacant Possession of the Rented Premises

Relevant Submission

10. The landlords 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-January-2026 to vacate on 28-January-2026 (LL#3).

Landlord's Position

11. The landlords testified that rent is outstanding for the months of January and February 2026, and they stated that they are 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

- rented from **month to month**,
- rented for a fixed term, or
- 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 tenant was in rent arrears in excess of the 5 days when the termination notice was served. On the date of termination, 28-January-2026 rent was still in arrears. The landlords submitted proof that they served the termination notice electronically via email on 17-January-2026 (LL#4). 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 tenant should have vacated the premises on 28-January-2026.

Decision

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

Issue # 2: Rent & Late Fees Paid \$4575.00

Relevant Submission

16. The landlords testified that rent and late fees are outstanding in the amount of \$4575.00, and they submitted a rental ledger to support the claim (LL#5). See breakdown of rental ledger below:

Rental Ledger 2026-0126-NL			
Date	Action	Amount	Total
December 31, 2025	Balance		\$0.00
January 1, 2026	rent due	\$2,250.00	\$2,250.00
February 1, 2026	rent due	\$2,250.00	\$4,500.00
February 12, 2026	late fees	\$75.00	\$4,575.00

Landlord's Position

17. The landlords testified that rent for January and February including late fee charges equates to \$4575.00, and they are seeking payment in full.

Analysis

18. Section 15 of the *Residential Tenancies Act, 2018* states:

Fee for failure to pay rent

15. (1) Where a tenant does not pay rent for a rental period within the time stated in the rental agreement, the landlord may charge the tenant a late payment fee in an amount set by the minister.

19. Residential Tenancies Policy 2-4; Deposits, Payments and Fees states:

Late Fees:

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.

20. 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. In accordance with Section 15 of the *Act* and Section 2-4 of the *Policy* as stated above, maximum late fee charges can be applied to the outstanding rental balance. The rental ledger is amended to show a daily rate for February as this tribunal does not consider future rent (see below).

Amended Rental Ledger 2026-0126-NL			
Date	Action	Amount	Total
December 31, 2025	Balance		\$0.00
January 1, 2026	rent due	\$2,250.00	\$2,250.00
February 1-12, 2026	rent due (12 days)	\$887.64	\$3,137.64
February 12, 2026	late fees	\$75.00	\$3,212.64

Daily rate: $\$2250 \times 12 \text{ mths} = \27000
 $\$27000 / 365 \text{ days} = \73.97 per day

21. I find that the tenant is responsible for outstanding rent and late fees in the amount of \$3212.64 for the period of 1-January-2026 up to and including 12-February-2026.

22. The tenant shall pay a daily rate of rent in the amount of \$73.97 effective 13-February-2026, until such time as the landlord regains possession of the property.

Decision

23. The landlord's claim for rent and late fees paid succeeds in the amount of \$3212.64.

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#6). 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 \$1687.00

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 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 \$1541.53 as follows:

Rent & late fees paid.....	\$3212.64
Hearing expenses	20.00
Less: security deposit & interest.....	1691.11
Total	\$1541.53

30. The tenant shall pay a daily rate of rent beginning 13-February-2026 of \$73.97, until such time as the landlords regain possession of the property.

31. The tenant shall vacate the property immediately.

32. The tenant shall pay to the landlords any costs charged to the landlords by the Office of the High Sheriff should the landlords be required to have the Sheriff enforce the attached Order of Possession.

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

February 13, 2026
Date



Pamela Pennell, Adjudicator
Residential Tenancies Office