

Residential Tenancies Tribunal

Application 2026-0141-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:59 p.m. on 4-March-2026.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED] (tenant 1), hereinafter referred to as “the tenant” attended by teleconference. The respondent, [REDACTED] was removed from the application as she is a 10-year-old child. [REDACTED] (tenant 2) was added to the application, hereinafter referred to as “the tenant” and did not attend the hearing but authorized tenant 1 to speak on her behalf.
4. Asif Mahmud, translator for the tenants also attended by teleconference

Preliminary Matters

5. The landlord submitted an affidavit with his application stating he had served tenant 1 with the notice of hearing electronically by email to; [REDACTED] on 23-February-2026 at 9:23pm (LL#1). This is not good service, however tenant 1 waived service and tenant 2 also waived service as she had not been served. In accordance with the *Residential Tenancies Act, 2018*, this is allowable.
6. There is a fixed-term rental agreement between the landlord and tenant 1, tenant 2 and a third tenant which commenced on 17-June-2025. The 3rd tenant vacated the unit roughly 25-October-2025. Rent is \$2300.00 per month, due on the first day of each month. A security deposit of \$1725.00 was paid on 16-June-2025 and is in the landlord’s possession. The landlord testified that tenant 3 forfeited his portion of the security deposit when he vacated without proper notice.
7. The application was amended to increase rent paid from \$2100.00 as per the application to \$3500.00 and to seek hearing expenses. Also, the disposition of the full amount of the security deposit shall be dealt with in this decision.

Issues before the Tribunal

8. The landlord is seeking:
 - An Order for vacant possession of the rented premises.
 - Rent paid \$3500.00
 - Hearing expenses \$20.00
 - Security deposit applied against monies owed \$1725.00

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*.
10. 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

11. 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 21-January-2026 to vacate on 1-February-2026 (LL#2).

Landlord's and Tenant's Positions

12. The landlord testified that rent has been outstanding in part since the third tenant vacated at the end of October, and he stated that all three tenants entered into a joint tenancy where rent is expected to be paid in full. The landlord is seeking vacant possession under Section 19 of the *Act*.
13. Tenant 1 did not dispute that the third tenant had vacated the unit unexpectedly, nor did he dispute that his portion of the rent has been unpaid since he vacated; however, tenant 1 disputed that he and his partner should be responsible for that portion of the rent.

Analysis

14. 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.

15. I accept that all 3 adult tenants entered into a fixed term rental agreement with the landlord, which is considered a joint tenancy, and as such rent is required to be paid in full. The tenants were in rent arrears in excess of the 5 days when the termination notice was served. On the date of termination, 1-February rent was still in arrears. I asked the landlord how the termination notice was served and he responded that it was served electronically via email and text on 21-January. 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.

16. I find that the tenants should have vacated the premises on 1-February-2026.

Decision

17. The landlord’s claim for an order for vacant possession of the rented premises succeeds.

Issue # 2: Rent Paid \$3500.00

Relevant Submission

18. The landlord testified that rent is outstanding in the amount of \$3500.00, and he submitted a rental ledger to support the claim (LL#3). See breakdown of rental ledger below:

Rental Ledger 2026-0141-NL			
Date	Action	Amount	Total
October 31, 2025	Balance		\$0.00
November 1, 2025	rent due	\$2,300.00	\$2,300.00
November 1, 2025	Payment	-\$1,600.00	\$700.00
December 1, 2025	rent due	\$2,300.00	\$3,000.00
December 1, 2025	Payment	-\$1,600.00	\$1,400.00
January 1, 2026	rent due	\$2,300.00	\$3,700.00
January 1, 2026	Payment	-\$1,600.00	\$2,100.00
February 1, 2026	rent due	\$2,300.00	\$4,400.00
February 1, 2026	Payment	-\$1,600.00	\$2,800.00
March 1, 2026	rent due	\$2,300.00	\$5,100.00
March 1, 2026	Payment	-\$1,600.00	\$3,500.00

Landlord and Tenant's Positions

19. The landlord testified that rent has been short by \$700.00 each month since the third tenant vacated the unit, and he reiterated that he entered into a joint tenancy with all three tenants expecting rent to be paid in full. The landlord is seeking \$3500.00 for the period of 1-November-2025 to 31-March-2026.

Analysis

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. As stated in paragraph 15 above, I accept that all 3 adult tenants entered into a fixed term rental agreement with the landlord, which is considered a joint tenancy, and as such rent is required to be paid in full. 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 2026-0141-NL			
Date	Action	Amount	Total
October 31, 2025	Balance		\$0.00
November 1, 2025	rent due	\$2,300.00	\$2,300.00
November 1, 2025	Payment	-\$1,600.00	\$700.00
December 1, 2025	rent due	\$2,300.00	\$3,000.00
December 1, 2025	Payment	-\$1,600.00	\$1,400.00
January 1, 2026	rent due	\$2,300.00	\$3,700.00
January 1, 2026	Payment	-\$1,600.00	\$2,100.00
February 1, 2026	rent due	\$2,300.00	\$4,400.00
February 1, 2026	Payment	-\$1,600.00	\$2,800.00
March 1-4, 2026	rent due (4 days)	\$302.48	\$3,102.48
March 1, 2026	Payment	-\$1,600.00	\$1,502.48

Daily rate: $\$2300 \times 12 \text{ mths} = \27600
 $\$27600 / 365 \text{ days} = \75.62 per day

21. I find that the tenants are responsible for outstanding rent in the amount of \$1502.48 for the period of 1-November-2025 up to and including 4-March-2026.
22. The tenants shall pay a daily rate of rent in the amount of \$75.62 effective 5-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 \$1502.48.

Issue # 3: Compensation paid for Damages \$570.53

Relevant Submission

24. The landlord testified that there was damage to the plumbing caused by the tenants and he is seeking to be reimbursed in the amount of \$570.53 to cover the cost of a plumber. The landlord submitted a copy of a damages ledger to support the claim (LL#4). See copy of damages ledger below:

Item #	Description of Damages	Compensation Claimed
E.g.	3cm x 3cm hole in bathroom wall	\$ 75.00
1	Broke Toilet Supply Pipe during Self Bidet Installtion	\$ 570.53

Landlord and Tenant's Positions

25. The landlord testified that he received a call from one of the tenants in September 2025 stating that there was a leak in the bathroom area behind the toilet. The landlord stated that the tenants were trying to install a bidet and broke the pipe.
26. Tenant 1 did not dispute that there was a leak in the bathroom behind the toilet, however he disputed that he or any other tenant caused any harm to the pipes, and he stated that the pipes are old.

Analysis

27. In accordance with *Residential Tenancies Policy 9-3*, the applicant is required to show:

- *That the damage exists;*
- *That the respondent is responsible for the damage, through a willful or negligent act;*
- *The value to repair or replace the damaged item(s)*

28. I asked tenant 1 if they had installed a bidet in the bathroom or if they were trying to install a bidet when the leak occurred and he responded that they had never installed a bidet nor were they trying to do so. I asked the landlord if the pipes were old and if it is possible that the damage occurred due to age and he responded that they are old and that it is possible. I also asked the landlord if he saw a bidet at the unit when he arrived there that night and he responded that he did not.

29. In accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord was able to show that the damage exists, however he failed to show that the tenants were negligent in causing the damage. For that reason, I find that the tenants are not responsible to reimburse the landlord for plumbing costs.

Decision

30. The landlord's claim for compensation paid for damages does not succeed.

Issue # 4: Hearing Expenses \$20.00

Analysis

31. The landlord paid an application fee of \$20.00 to *Residential Tenancies and* submitted a copy of the receipt to support the claim (LL#5). 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 partially successful, I find that the tenants are responsible for the hearing expenses.

Decision

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

Issue # 5: Security deposit applied against monies owed \$1725.00

Analysis

33. 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.*

34. The landlord's claim for losses has been successful as per paragraphs 23 and 32 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. **Note:** interest equates to \$9.40 up to the hearing date.

Decision

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

Summary of Decision

36. The tenants shall pay the landlord \$0.00 as follows:

Rent paid	\$1502.48
Compensation for damages	0.00
Hearing expenses	20.00
Less: partial security deposit.....	1522.48
Total	\$0.00

37. The tenants shall pay a daily rate of rent beginning 5-March-2026 of \$75.62, until such time as the landlord regains possession of the property.

38. The tenants shall vacate the property immediately.
39. 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.
40. The landlord will be awarded an Order of Possession.

March 9, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office