

## Residential Tenancies Tribunal

Application 2026-0145-NL

John R. Cook  
Adjudicator

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### Introduction

1. The hearing was called at 1:50 PM on 26 February 2026 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, participated in the hearing. The respondent, [REDACTED], hereinafter referred to as “the tenant”, was also in attendance.

### Issues before the Tribunal

3. The landlord is seeking the following:
  - An order for a payment of rent in the amount of \$11,650.00, and
  - An order for vacant possession of the rented premises.

### Legislation and Policy

4. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
5. Also relevant and considered in this case is section 19 of the *Residential Tenancies Act, 2018*.

### Preliminary Matters

6. The landlord amended her claim at the hearing and stated that she was now seeking an additional \$1650.00 in rent, for a total claim of \$13,300.00.

### Issue 1: Rent - \$13,300.00

### Relevant Submissions

#### The Landlord's Position

7. The landlord stated that she had entered into a monthly rental agreement with the tenant, commencing 01 March 2025, and a copy of that agreement was submitted with her application. The agreed rent was set at \$1650.00 per month, due on the last day of each month, and the landlord stated that the tenant had paid a security deposit of \$800.00 on 14 February 2025.
8. With her application, the landlord submitted a copy of her rent records showing the payments she had received from the tenant since July 2025. According to these records, the tenant has only made 1 rent payment over the past 8 months: \$750.00 during the month of November 2025. The landlord calculates that the total rental arrears have now accumulated to \$13,300.00, and she is seeking an order for a payment of that amount.

### The Tenant's Position

9. The tenant did not dispute the landlord's record of the payments she had made since July 2025, and she acknowledged that she had only made 1 rent payment of \$750.00 since that date.
10. The tenant testified that she has had a very difficult year. She stated that she recently got out of a tumultuous 4-year relationship, and that she has a no-contact order against her former partner. The end of that relationship partly contributed to her being unable to come up with the full rent each month. She also claimed that she has applied for disability benefits, but she has not yet received them. She testified that she was hospitalized last year because there were 2 blood clots of her brain and she has since developed lung issues, requiring that she take numerous medications. She testified that she has not yet been cleared to go back to work.
11. The tenant claimed that when her disability payments do come through, she will pay the landlord all the rent that she is owed.

### **Analysis**

12. Although I don't doubt that the tenant has had a difficult year, and that these issues have had a significant impact of her ability to make money and pay her rent, I pointed out to her at the hearing that my role through this application is to determine if the tenant owes the landlord any rent, and how much. On those matters, there is no dispute, and the tenant acknowledged that she has only made 1 payment of \$750.00 since July 2025.
13. As the landlord is also seeking an order for vacant possession of the rented premises, I find that she is entitled to a payment of rent to the date of the hearing and a per diem thereafter. I calculate that amount to be \$12,210.50 (\$10,800.00 for the period ending 31 January 2026 (\$1650.00 per month x 7 months = \$11,550.00, less the payment of \$750.00 made in November 2025) and

\$1410.50 for February 2026 (\$1650.00 per month x 12 months = \$19,800.00 per year ÷ 365 days = \$54.25 per day x 26 days)).

## Decision

14. The landlord's claim for a payment of rent succeeds in the amount of \$12,210.50.
15. The tenant shall pay a daily rate of rent in the amount of \$54.25, beginning 27 February 2026, and continuing to the date the landlord obtains vacant possession of the rented premises.

## Issue 2: Vacant Possession of Rented Premises

### Relevant Submissions

#### The Landlord's Position

16. With her application, the landlord had also submitted a copy of a termination notice which she stated she had e-mailed to the tenant on 01 January 2026. That notice was issued under section 19 of the *Residential Tenancies Act, 2018* (notice where failure to pay rent), and it had an effective termination date of 15 January 2026.
17. The landlord stated that the tenant has not moved out of the unit as required and she is seeking an order for vacant possession.

#### The Tenant's Position

18. The tenant acknowledged receiving the termination notice on 01 January 2026.
19. The tenant stated that she was in the process of packing up the rental unit and she claimed that she was actively looking for a new place to live. She stated that she has so far had no luck finding a new apartment and she does not wish to have to resort to going to a homeless shelter as she cannot be around people who do drugs.

## Analysis

20. 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.*

- 21. It is not disputed that when the notice was issued on 01 January 2026 the tenant had been in rental arrears since July 2025. No payments were received prior to termination date of 15 January 2026.
- 22. As the notice meets all the requirements set out in this section of the Act, and as it was properly served, the notice is valid.

### **Decision**

- 23. The landlord's claim for an order for vacant possession of the rented premises succeeds.
- 24. 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.

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

- 25. The landlord stated that the tenant had paid a security deposit of \$800.00 on 14 February 2025, and receipt of that deposit is acknowledged in the submitted rental agreement. According to the [Security Deposit Interest Rate Schedule](#), that deposit has accrued \$7.04 in interest.
- 26. As the landlord's claim has been successful, she shall retain that deposit, plus interest, as outlined in this decision and attached order.

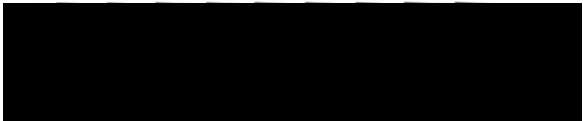
### **Summary of Decision**

- 27. The landlord is entitled to the following:

- A payment of \$11,403.46, determined as follows:
  - a) Rent Owing .....\$12,210.50.
  - b) LESS: Security Deposit..... (\$807.04)
  - c) Total .....\$11,403.46
- An order for vacant possession of the rented premises,
- A payment of a daily rate of rent in the amount of \$54.25, beginning 27 February 2026 and continuing to the date the landlord obtains possession of the rental unit,
- The tenant shall also 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.

09 March 2026

\_\_\_\_\_  
Date



John R. Cook  
Residential Tenancies Tribunal