

Residential Tenancies Tribunal

Application 2026-0147-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 2:00 p.m. on 5-March-2026.
2. The applicant, [REDACTED], represented by [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 them at the beginning 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 they have been properly served.
5. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing via prepaid registered mail on 17-February-2026 (LL#1). After reviewing the tracking number, I found that the mail was sent on 13-February-2026 and the landlord’s representatives confirmed the error on the Affidavit. 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 landlord, I proceeded with the hearing in their absence.
6. There is a written month-to-month rental agreement which commenced on 1-February-2018. Rent is \$683.00 per month due on 1st of each month. A security deposit was not collected.
7. The landlord amended their application to include hearing expenses of \$20.00.

Issues before the Tribunal

8. The landlord is seeking:
 - An Order for Vacant Possession of the rented premises;

- Rent paid \$4935.27;
- Hearing expenses \$20.00.

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 is the following section of the *Residential Tenancies Act, 2018*: Section 19: Notice where failure to pay rent, *Residential Tenancies Policy 2-4*; Deposits, Payments and Fees, Section 12-1 of the *Residential Tenancies Policy*: Costs.

Issue # 1: Vacant Possession of the Rented Premises.

Relevant Submissions:

11. The landlord submitted a copy of termination notice under Section 19: *Notice where failure to pay rent* (LL#2) that was issued on 19-January-2026 with a termination date of 31-January-2026. The landlord testified that the notice was served via prepaid registered mail on the same day it has been issued.

Landlord's Position:

12. The landlord stated that rent had not been paid in full since July-2025. As a result, the landlord is seeking vacant possession of the rental premises, citing that rent has not been paid in a timely manner and that on the date of the issuance of termination notice the tenant owed \$3569.27. The landlord confirmed that they have not receive any payments after they issued a termination notice.

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

- 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.

(4) In addition to the requirements under section 34, a notice under this section shall

- 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 accept the testimony of the landlord’s representatives that the rent was not paid in full on time and had been in arrears for a considerable period of time, as the tenant was not present or represented during the hearing to provide testimony.

15. I also accept the landlord’s representative’s testimony that the termination notice was issued on 19-January-2026 and that it was served on the same date via prepaid registered mail. When a termination notice is sent by prepaid registered mail, the landlord must add 5 clear days for deemed service. Because the landlord did not add these 5 days when calculating the 10-day notice period required under Section 19, the notice did not provide the tenant with 10 clear days and is therefore invalid. Based on the evidence presented, I find that the termination notice does not meet the requirements of the *Residential Tenancies Act, 2018*.

Decision

16. The landlord’s claim for an order for vacant possession of the rented premises does not succeed.

Issue # 2: Rent paid \$4935.27

Landlord’s Position:

17. The landlord stated that the rent arrears have remained outstanding since July-2025. The landlord further testified that no rent was received for March, bringing the total arrears to \$4935.27. The landlord is seeking rent to be paid in full as per rental ledger submitted, see copy below:

Date	Transaction Description	Debit	Credit	Balance
	Opening balance			108.27
01-JUL-25	Periodic Debit	683.00		791.27
23-JUL-25	M/A Rent Abatement (cr)		339.00	452.27
23-JUL-25	M/A Rent Abatement (cr)		398.00	54.27
23-JUL-25	M/A Rent Abatement (cr)		583.00	528.73 CR
01-AUG-25	Periodic Debit	683.00		154.27
01-SEP-25	Periodic Debit	683.00		837.27
01-OCT-25	Periodic Debit	683.00		1520.27
01-NOV-25	Periodic Debit	683.00		2203.27
01-DEC-25	Periodic Debit	683.00		2886.27
01-JAN-26	Periodic Debit	683.00		3569.27
01-FEB-26	Periodic Debit	683.00		4252.27

Analysis

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

19. I accept the landlord’s statement regarding the rental amounts owed, as the tenant was not present or represented during the hearing to provide their account. Therefore, I find that the tenant is responsible for outstanding rent until March-2026 in the amount of \$4935.27.

Decision

20. The landlord's claim for rent succeeds in the amount of \$4935.27.

Issue # 3: Hearing expenses \$20.00.

Relevant Submission

21. The landlord paid \$20.00 for the application fee is seeking reimbursement. The landlord submitted a copy of the receipts to support the claim (LL#3).

Analysis

22. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual: Costs*, as the landlord's claim for loses was successful as per paragraph 20, the landlord will be awarded with \$20.00.

Decision

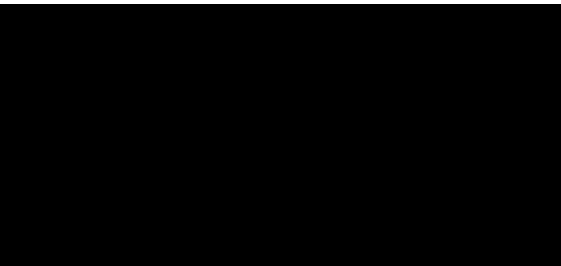
23. The landlord's claim for hearing expenses succeeds in the amount of \$20.00.

Summary of Decision

24. The landlord's claim for an Order of Possession does not succeed.

25. The tenant shall pay the landlord \$4955.27 as follows:

Rent.....	\$4935.27
Hearing expenses.....	\$20.00
Total	\$4955.27



March 9, 2026
Date

Oksana Tkachuk, Adjudicator
Residential Tenancies Office