

Residential Tenancies Tribunal

Application 2025-0153-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 5-March-2026 at 9:06 am.
2. The applicant of the initial claim, [REDACTED], hereinafter referred to as the landlord, attended by teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as the tenants, also attended by teleconference.
4. The witnesses [REDACTED] and [REDACTED] also attended via teleconference.

Preliminary Issues

5. The respondents acknowledged they were properly served.
6. The tenants submitted that the landlord in this case was “not [their] landlord.” They indicated they recognized only [REDACTED], the previous property owner, as their landlord. They agreed that the previous landlord notified them that they had sold the property to the applicant. They did not offer any evidence or explanation for why they might have doubted this transfer of property. When property subject to a residential tenancy agreement is lawfully transferred, the new property owner inherits the lease agreement, as per the definition of landlord under s. 2(c)(i) of the *Act*. I am satisfied that [REDACTED] is the landlord in this case.
7. The landlord made reference to the possibility of amending their application to seek unpaid utilities and/or unpaid rent. To the extent which an amendment for this was formally requested, it is denied. The principle of procedural fairness and proper notice requires that respondents know the full amount at stake in the hearing and the grounds on which it is sought so they have the opportunity to prepare a full defense.

Issues before the Tribunal

8. Should the landlord’s claim for unpaid rent and late fees succeed?

9. Should the landlord's claim for an order of vacant possession succeed?

Legislation and Policy

10. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018* (the *Act*).
11. Also considered and referred to in this decision are sections 19 and 34 of the *Act*, as follows:

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.

...

Requirements for notices

34. A notice under this Act shall

(a) be in writing in the form prescribed by the minister;

(b) contain the name and address of the recipient;

- (c) identify the residential premises for which the notice is given; and
- (d) state the section of this Act under which the notice is given.

Issue 1: Unpaid Rent

- 12. The landlord claims \$6300.00 in unpaid rent. A rental ledger (LL#2) was provided in support of this. This constitutes the full monthly rent of \$2100/month for the months of December 2025, January 2026, and February 2026. The tenants agree they occupied the premises for these months and agree they did not pay the rent past November 2025.
- 13. The tenants offered a long story regarding how they came to reside at the premises. It is irrelevant. They did reside at the premises and agreed to pay the \$2100/month rent. They also testified that they were unable to find work because the landlord defamed them via a post on the internet that gathered “3 million views,” and this is why they were unable to pay the rent. The landlord denies this. No documentary evidence was provided showing this post or any damage caused by it and I do not accept the tenant’s claim as true on a balance of probabilities.
- 14. The tenants agreed to pay \$2100/month in rent. They were at the premises for six months and paid for three. They owe the remaining rent.
- 15. The landlord also claimed for \$75.00 in late fees. S. 15(1) of the *Act* states that 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. The minister has set the amount for late payment fees at \$5.00 for the first day and \$2.00 for each day thereafter, to a maximum of \$75.00. As the rent has been overdue for more than 35 days, the maximum penalty applies.

Decision

- 16. The landlord’s claim for unpaid rent succeeds in the amount of \$6300.00. The landlord’s claim for late fees succeeds in the amount of \$75.00.

Issue 2: Vacant Possession

- 17. In order to receive an order for vacant possession a landlord must provide a valid termination notice. To be valid, a termination notice must comply with all relevant sections of the *Act*. The landlord provided a notice labeled LL#1.
- 18. LL#1 is in writing in the form prescribed by the minister. It contains the name and address of the recipients. It identifies the residential premises it regards. It states it is given under s. 19 and s. 24 of the *Act*. It therefore complies with s. 34.
- 19. LL#1 is signed by the landlord. It states the date on which the rental agreement is to terminate. It was served on the tenants electronically in accordance with s. 35(2)(f) of the *Act*. It therefore complies with s. 19(4).

- 20. LL#1 was issued on 28-January-2026. At this point, rent had been overdue for more than 5 days. The move out date was 8-February-2026, which is not less than 10 days later. LL#1 therefore complies with s. 19(1) of the *Act*.
- 21. LL#1 complies with all relevant sections to s. 19 of the *Act*, termination for nonpayment of rent. It is therefore valid. I need not consider whether it is also valid under s. 24 of the *Act* and decline to do so.

Decision

- 22. The landlord’s claim for an order of vacant possession succeeds.

Summary of Decision

- 23. The tenants shall vacate the premises immediately.
- 24. The tenants shall pay to the landlord any costs charged to the landlord, by the Office of the High Sherriff, should the landlord be required to have the Sheriff enforce the attached Order of Possession.
- 25. The tenants shall pay to the landlord \$6375.00 as follows:

Unpaid Rent.....\$6300.00
Late Fees.....\$75.00
Total.....\$6375.00

19-March-2026
Date



Seren Cahill
Residential Tenancies Office