

Residential Tenancies Tribunal

Application 2026-0157-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:14 a.m. on 10-March-2026.
2. The applicant, [REDACTED], represented by [REDACTED] hereinafter referred to as “the landlord” 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 him 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 claim and notice of the 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 he has been properly served. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing personally at the residential premises on 26-February-2026 (LL#1). 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 his absence.
5. There is a written month-to-month rental agreement which commenced in October 2019. The landlord purchased the property in 2020. Rent is \$625.00 per month, due on the first day of each month. A security deposit was never transferred in the purchase of the property.
6. The application was amended to increase rent paid from \$1875.00 as per the application to \$2080.50.

Issues before the Tribunal

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

- Rent paid \$2080.50

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 is the following section of the *Residential Tenancies Act, 2018*: Section 19: Notice where failure to pay rent.

Issue # 1: Vacant Possession of the Rented Premises

Relevant Submission

10. 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 16-January-2026 to vacate on 1-February-2026 (LL#2).

Landlord's Position

11. The landlord's representative testified that rent is outstanding since December 2025, and she stated that the landlord is 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

- 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, 1-February-2026 rent was still in arrears. I asked the landlord's representative how the termination notice was served and she responded that it was served personally at the residential premises on 16-January-2026. 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 1-February-2026.

Decision

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

Issue # 2: Rent Paid \$2080.50

Relevant Submission

16. The landlord's representative testified that rent is outstanding in the amount of \$2080.50 for the period of 1-December-2025 up to and including the hearing date, and they submitted a rental ledger to support the claim (LL#3). See breakdown of rental ledger below:

| Rental Ledger 2026-0157-NL | | | |
|----------------------------|--------------------|----------|------------|
| Date | Action | Amount | Total |
| November 30, 2025 | Balance | | \$0.00 |
| December 1, 2025 | Rent due | \$625.00 | \$625.00 |
| January 1, 2026 | Rent due | \$625.00 | \$1,250.00 |
| February 1, 2026 | Rent due | \$625.00 | \$1,875.00 |
| March 1-10, 2026 | Rent due (10 days) | \$205.50 | \$2,080.50 |

Landlord's Position

17. The landlord's representative testified that rent has been outstanding since December 2025 and they are seeking rent to be paid in full up to the hearing date of 10-March-2026.

Analysis

18. Rent is required to be paid by a tenant(s) during the use or occupancy of the residential premises. I find that the daily rate of rent as applied to the ledger by the landlord is a correct rate based on the following calculation: $\$625 \times 12 \text{ mths} = \$7500 / 365 \text{ days} = \20.55 per day .

19. I find that the tenant is responsible for outstanding rent in the amount of \$2080.50 for the period of 1-December-2025 up to and including 10-March-2026.

20. The tenant shall pay a daily rate of rent in the amount of \$20.55 effective 11-March-2026, until such time as the landlord regains possession of the property.

Decision

21. The landlord's claim for rent paid succeeds in the amount of \$2080.50.

Summary of Decision

22. The tenant shall pay the landlord outstanding rent in the amount of \$2080.50.

23. The tenant shall pay a daily rate of rent beginning 11-March-2026 of \$20.55, until such time as the landlord regains possession of the property.

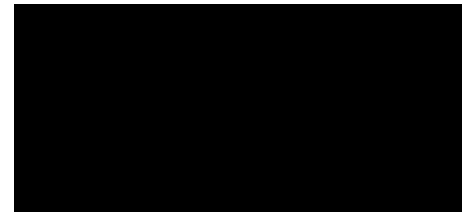
24. The tenant shall vacate the property immediately.

25. 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.

26. The landlord will be awarded an Order of Possession.

March 12, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office