

Residential Tenancies Tribunal

Application 2026-0192-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:49 p.m. on 25-March-2026.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as “the landlords” did not attend. [REDACTED] authorized representative for the landlords attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.

Preliminary Matters

4. The landlord submitted an affidavit with their application stating that they had the tenant served with the notice of hearing electronically by email on 3-March-2026 (LL#1). The tenant confirmed receipt of the document on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There is a rental agreement which originally commenced on 1-August-2024 with an updated fixed term rental agreement on 1-November-2025. Rent is \$2500.00 per month, due on the first day of each month. A security deposit of \$1875.00 was paid on 1-August-2024 and is in the landlord’s possession.

Issues before the Tribunal

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

Legislation and Policy

7. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*. 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

8. 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 10-February-2026 to vacate on 21-February-2026 (LL#2).

Landlord's and Tenant's Positions

9. The landlord's representative testified that rent was outstanding when the termination notice was issued on 10-February, and he stated that rent was still in arrears on the termination date of 21-February. The landlord's representative stated that his clients are seeking vacant possession under Section 19 of the *Act*.
10. The tenant did not dispute that rent is outstanding dating back to January-2026.

Analysis

11. 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.

12. The tenant was in rent arrears in excess of 5 days when the termination notice was served. On the date of termination, 21-February-2026 rent was still in arrears. I asked the

landlord's representative how he served the termination notice and he responded that it was served electronically by email on 10-February-2026. The tenant confirmed receipt of the notice on that date. 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.

13. I find that the tenant should have vacated the premises on 21-February-2026.

Decision

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

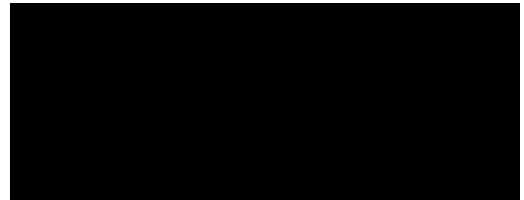
15. The tenant shall vacate the property immediately.

16. 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.

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

March 27, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office