

## Residential Tenancies Tribunal

Application 2026-0194-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 27-March-2026 at 1:48 pm.
2. The applicant of the initial claim, [REDACTED], hereinafter referred to as the landlord, was represented at the hearing by director [REDACTED] who attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, also attended via teleconference alongside her support person [REDACTED].

### Preliminary Issues

4. The tenant acknowledged they were properly served.

### Issues before the Tribunal

5. Should the landlord's claim for unpaid rent succeed?
6. Should the landlord's claim for an order of vacant possession succeed?
7. What is the proper disposition of the security deposit?

### 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 (the *Act*).
9. 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**

10. The parties agree on the facts but disagree on how the law applies. The landlord says the tenant owes \$5296.75 and says her monthly rent is currently set at \$1750/month and has been since 1-June-2024. The tenant argues that the landlord's 1-June-2024 rental increase was invalid, as it was provided without 6 months notice and was increased more than once in a 12-month period, contrary to s. 16(1) of the *Act*.
11. The parties agree that the rent was increased on 1-January-2024 by the previous landlord, to a rate of \$1400.00/month. This previous landlord issued a notice of

termination under s. 18 for the date of 31-May-2024 in anticipation of the sale of the building. The new landlord, the applicant, offered to allow the tenant to stay if they signed to a new fixed term agreement effective 1-June-2024 with a monthly rent rate of \$1750.00/month.

12. While the tenant takes the position that the landlord effected an illegal rent increase, the landlord takes the position that the prior rental agreement was properly terminated and a new one was created. There was no suggestion that the termination notice was invalid.
13. This tribunal finds with the landlord. The previous rental agreement was terminated and a new one was established. To find otherwise could discourage landlords from entering into new tenancy agreements with existing occupants following lawful termination, an outcome inconsistent with the structure and purpose of the Act.
14. The \$5296.75 total includes the full monthly rent of March. This tribunal does not deal in future rent and therefore awards rent only to the date of the hearing. A daily rate must be calculated.
15. The correct formula for determining a daily rate is to multiply the monthly rent by the 12 months and divide by the 365 days of the year. In the present case, the daily rate is  $\$1750/\text{month} \times (12 \text{ months}/365 \text{ days}) \approx \$57.53$ . The total rent owing for March is therefore \$1553.42 as of the date of the hearing, so the total rent owing is \$5100.17.

### Decision

16. The landlord's claim for unpaid rent succeeds in the amount of \$5100.17. The tenant shall continue to pay rent at the daily rate of \$57.53/day for each day they remain in the premises after 27-March-2026.

### **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 notice must comply with all relevant provisions of the *Act*. In this case, the landlord provided a notice dated 3-March-2026 and labeled LL#3.
18. LL#3 is written in the form prescribed by the minister. It contains the name and address of the recipient. It identifies the residential premises it regards. It states it was given under s. 19 of the *Act*. It therefore complies with s. 34.
19. LL#3 was signed by the landlord. It states the date on which the rental agreement is to terminate. It was served on the tenant electronically in accordance with s. 35(2)(f) of the *Act*. It therefore complies with s. 19(4).
20. LL#3 was issued on 3-March-2026. On that date, rent was overdue by 5 days or more. The termination date is 14-March-2026, which is not less than 10 days later. It therefore complies with s. 19(1).

### Decision

21. LL#3 complies with all relevant provisions of the *Act* and is therefore valid. The landlord's application for an order of vacant possession succeeds.

**Issue 3: Security Deposit**

22. The landlord is owed moneys and may therefore apply the security deposit against the sum owed. In this case the security deposit was \$625.00 and was paid before the beginning of 2024.

23. S. 14(7) of the *Act* states that a landlord shall credit interest to the tenant on the full amount or value of the security deposit, at the rate prescribed by the regulations, during the time the security deposit is held by the landlord. The regulations prescribe an interest rate of 1% annual for the years 2024 and 2025 and a rate of 0% for all other relevant years. Calculated to the date of the hearing, this results in interest totaling \$12.50.

**Summary of Decision**

24. The tenant shall vacate the premises immediately.

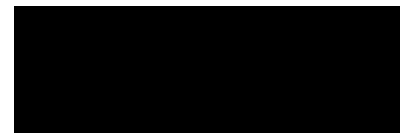
25. The tenant shall pay to the landlord any costs charged to the landlord, by the Office of the High Sherriff, should the landlord be required to have the Sheriff enforce the attached Order of Possession.

26. The tenant shall continue to pay rent at the rate of \$57.53/day for each day they remain in the premises after 27-March-2026.

27. The tenant shall pay to the landlord \$4462.67 as follows:

Unpaid Rent.....	\$5100.17
Less Security Deposit.....	-\$637.50
Total.....	\$4462.67

7-April-2026  
Date



Seren Cahill  
Residential Tenancies Office