

Residential Tenancies Tribunal

Application 2026-0200-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:58 p.m. on 7-April-2026.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondents, [REDACTED] and Kirk Fitzpatrick, hereinafter referred to as “the tenants” did not attend.

Preliminary Matters

4. The tenants were not present or represented at the hearing and I was unable to reach them 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 the claim and notice of hearing 10 clear days prior to the hearing date and, where the respondents fail 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 2 affidavits with his application stating that he had served the tenants with the notice of hearing, electronically by email on 27-March-2026 (LL#1). The landlord submitted proof of service (LL#2). In accordance with the *Residential Tenancies Act, 2018* this is good service. As the tenants were 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 fixed-term rental agreement which commenced on 16-November-2025. Rent is \$1850.00 per month, due on the first day of each month. A security deposit of \$1387.50 was paid for in 3 installments (\$440.00 on 13-November-2025, \$739.50 on 14-November and \$208.00 on 17-November) and has been awarded against outstanding rent in a previous *Order* (2026-0025-NL).

Issues before the Tribunal

7. The landlord is seeking:
- An Order for vacant possession of the rented premises.
 - Rent & late fees paid \$9325.00
 - Compensation paid for damages \$598.00
 - Other \$507.22
 - Security deposit applied against monies owed \$1387.50

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. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Policy Manual*: Section 9-3: Damages to rented premises and Section 12-1: Recovery of costs.

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 10-February-2026 to vacate on 21-February-2026 (LL#3).

Landlord's Positions

11. The landlord testified that rent has been outstanding since 1-December-2025, and he stated that he 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

- 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.

13. The tenants were in rent arrears in excess of the 5 days when the termination notice was served. On the date of termination, 21-February rent was still in arrears. I asked the landlord how the termination notice was served and he responded that it was served electronically via email on 10-February. 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 tenants should have vacated the premises on 21-February-2026.

Decision

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

Issue # 2: Rent & Late Fees Paid \$9325.00

Relevant Submission

16. The landlord testified that rent is outstanding in the amount of \$9250.00, and he submitted a rental ledger to support the claim (LL#4). The landlord is also seeking the maximum late fee charges of \$75.00. See breakdown of rental ledger below:

Rental Ledger 2026-0200-NL			
Date	Action	Amount	Total
November 30, 2025	Balance		\$0.00
December 1, 2025	rent due	\$1,850.00	\$1,850.00
January 1, 2026	rent due	\$1,850.00	\$3,700.00
February 1, 2026	rent due	\$1,850.00	\$5,550.00
March 1, 2026	rent due	\$1,850.00	\$7,400.00
April 1, 2026	rent due	\$1,850.00	\$9,250.00

Landlord's Position

17. The landlord testified that rent has been outstanding dating back to December 2025 and he stated that he is seeking rent to be paid in and he is also seeking the maximum late fee charges of \$75.00 for a total of \$9325.00.

Analysis

18. A previous Order issued against the tenants dated 9-February-2026 (File # 2026-0025-NL) came to light post hearing whereby payment for outstanding rent was issued in the amount of \$3,882.47 for the period of 1-December-2025 to 3-February-2026. The landlord cannot seek payment for the same period. This tribunal will review outstanding rent from 4-February onwards.

19. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid by a tenant(s) during the use or occupancy of the residential premises. The rental ledger is amended to commence on 4-February and to show a daily rate for April as this tribunal does not consider future rent (see below).

Amended Rental Ledger 2026-0200-NL			
Date	Action	Amount	Total
February 4-28, 2026	rent due (\$1850 - \$182.47)	\$1,667.53	\$1,667.53
March 1, 2026	rent due	\$1,850.00	\$3,517.53
April 1-7, 2026	rent due (7 days)	\$425.74	\$3,943.27

Daily rate: \$1850 x 12 mths = \$22,200
 \$22,200 / 365 days = \$60.82 per day

20. I find that the tenants are responsible for outstanding rent in the amount of \$3,943.27 for the period of 4-February-2026 up to and including 7-April-2026. The maximum late fee charges were granted to the landlord in the previous *Order* as mentioned above and will not be analyzed for the purpose of this decision.

21. The tenants shall pay a daily rate of rent in the amount of \$60.82 effective 8-April-2026, until such time as the landlord regains possession of the property.

Decision

22. The landlord's claim for rent paid succeeds in the amount of \$3,943.27.

Issue # 3: Compensation paid for Damages \$598.00

Landlord's Position

23. The landlord testified that the tenants broke the lock to the main entrance by attempting to reset the master code, and he stated that he incurred the cost of replacing the lock on 2 occasions. The landlord submitted a damages ledger (LL#5) and a copy of an invoice from [REDACTED] and an invoice from his *Property Manager* to support the claim (LL#6).

Analysis

24. I accept the landlord's testimony and the exhibits entered into evidence which supports the landlord's claim that the tenants caused damage to the lock and that he had to incur the cost associated with changing the lock to the exterior door on 2 occasions. In accordance with *Residential Tenancies Policy 9-3*, the landlord was able to show the cost to replace the locks, and as such, I find that the tenants are responsible for the cost of replacing 2 locks in the amount of \$598.00.

Decision

25. The landlord's claim for compensation paid for damages succeeds in the amount of \$598.00.

Issue # 4: Other \$507.22

Landlord’s Position

26. The landlord testified that he incurred additional costs including hearing expenses and he is seeking to be reimbursed for all costs incurred in the amount of \$507.22.

Analysis

27. The landlord was unclear as to what the “Other” costs consist of and without a ledger or breakdown attached to the application for clarity, it would be unfair to the respondents to adjudicate those costs. I afforded the landlord the opportunity to submit any /all hearing expenses related to the current hearing only. Based on the post hearing exhibits received (LL#6), and in accordance with Section 12-1 of the *Residential Tenancies Policy Manual*, filing fees and other administrative fees related to the hearing shall be awarded.

28. The landlord submitted an invoice from the *Property Manager* for her time to conduct business, some of which involved preparation for the hearing, such as a \$60.00 fee to meet with the *Commissioner of Oaths*, \$50.00 to stand by as a witness for the hearing, and \$345.00 for an inspection of the unit. I find that such costs fall under the “cost of doing business” and shall not be awarded as hearing expenses. The landlord submitted a copy of a printing receipt for \$9.24 for printing documents, *Commissioner of Oath* charges in the amount of \$34.50, postal fees for serving documents for a previous hearing in the amount of \$18.31 and application fees for 2 hearings. As the landlord’s claim for losses has been successful, I find that the tenants are responsible for the hearing expenses relating to this hearing only. I find that the printing fee, and the *Commissioner of Oath* charges plus the application fee shall be considered hearing expenses, and as such, I find that the tenants are responsible for “Other” (hearing expenses) in the amount of \$63.71.

Decision

29. The landlords claim for “Other” succeeds in the amount of \$63.71.

Issue # 5: Security deposit applied against monies owed \$1387.50

Analysis

30. The security deposit was granted to the landlord to be applied against monies owed in the previous *Order* as mentioned above and as such shall not be analyzed for the purpose of this decision.

Summary of Decision

31. The tenants shall pay the landlord \$4604.98 as follows:

Rent paid	\$3943.27
Compensation for damages	598.00
Other	63.71
 Total	 \$4604.98

32. The tenants shall pay a daily rate of rent beginning 8-April-2026 of \$60.82, until such time as the landlord regains possession of the property.

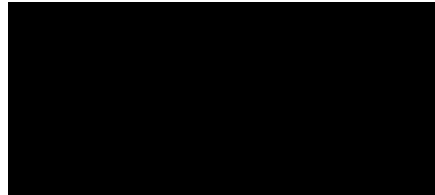
33. The tenants shall vacate the property immediately.

34. The tenants 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.

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

April 9, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office