

## Residential Tenancies Tribunal

Application 2026-0205-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 1:57 p.m. on 13-April-2026.
2. The applicant, [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 able to reach him by telephone at the start of the hearing, at which time he acknowledged receiving the Notice of Hearing document and at which time he declined participation. 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 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.
5. The landlord submitted an affidavit with her application stating that she had the tenant served with the notice of hearing, by courier on 30-March-2026 (LL#1). The landlord provided a copy of the [REDACTED] as proof of delivery (LL#2). 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.
6. There is a written intent to rent letter signed by both parties and the tenancy commenced on 1-July-2022. Rent is \$750.00 per month, due on the first day of each month. A security deposit of \$325.00 was paid on 29-June-2022 and is in the landlord’s possession.

### Issues before the Tribunal

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

## 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*. 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

9. 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 7-January-2026 to vacate on 18-January-2026 (LL#3).

#### Landlord's Position

10. The landlord testified that rent has been outstanding since October 2025 and she stated that \$3000.00 was in arrears when the termination notice was issued on 7-January, and she stated that rent was still in arrears on the termination date of 18-January. The landlord is seeking vacant possession under section 19 of the *Act*, and she submitted a copy of a rental ledger to support the claim (LL#4).

## 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.*

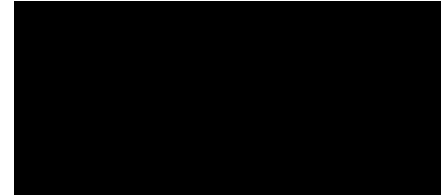
12. I find that the tenant was in rent arrears in excess of the 5 days when the termination notice was served. On the date of termination, 18-January rent was still in arrears. I asked the landlord how she served the termination notice and she responded that it was served personally on 7-January. In 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 18-January-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.

April 15, 2026  
Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office