

## Residential Tenancies Tribunal

Application 2026-0207-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 9:14 a.m. on 26-March-2026.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” 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 his application stating that he had the tenant served with the notice of hearing personally at the residential premises on 16-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 written month-to-month rental agreement which commenced on 1-October-2025. Rent is \$1250.00 per month, due on the first day of each month. A security deposit of \$522.00 was paid on 1-November-2025 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 7-February-2026 to vacate on 18-February-2026 (LL#2).

## Landlord's and Tenant's Positions

9. The landlord testified that rent was outstanding in the amount of \$152.00 when the termination notice was issued on 7-February, and he stated that rent was still in arrears on the termination date of 18-February. The landlord is seeking vacant possession under section 19 of the *Act*, and he provided copies of pay stubs and bank account deposits (LL#3) and a verbal rent ledger to support the claim. See breakdown of rent ledger below:

Rental Ledger 2026-0207-NL			
Date	Action	Amount	Total
December 29, 2025	Balance		\$0.00
December 30, 2025	Payment	-\$1,250.00	-\$1,250.00
January 1, 2026	Rent due	\$1,250.00	\$0.00
January 19, 2026	Payment	-\$152.00	-\$152.00
January 29, 2026	Payment	-\$946.00	-\$1,098.00
February 1, 2026	Rent due	\$1,250.00	\$152.00
February 28, 2026	Payment	-\$1,250.00	-\$1,098.00
March 1, 2026	Rent due	\$1,250.00	\$152.00

10. The tenant disputed that rent is outstanding, and she stated that all payments come from AESL and NL Housing. The tenant stated that she has documentation to show that the payments were made in full.

## **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. Based on the testimony of the tenant, I allowed post hearing evidence to be submitted to show that rent was paid in full on the termination date and the tenant failed to provide anything. 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-February rent was still in arrears. I asked the landlord how he served the termination notice and he responded that it was served personally 7-February. 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 18-February-2026.

#### **Decision**

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

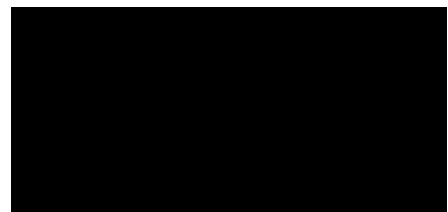
15. The tenant shall vacate the property immediately.

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.

April 9, 2026

Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office