

## Residential Tenancies Tribunal

Application 2026-0235-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 6-April-2026 at 1:54 pm.
2. The applicant of the initial claim, [REDACTED], hereinafter referred to as the landlord, attended by teleconference alongside his property manager, [REDACTED]
3. The respondents, [REDACTED] and [REDACTED] hereinafter referred to as the tenants, also attended by teleconference.'
4. The interpreter [REDACTED] also attended via teleconference.

### Preliminary Issues

5. The respondent acknowledged they were properly served.

### Issues before the Tribunal

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

### Legislation and Policy

9. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act*, 2018 (the *Act*).
10. 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 and Late Fees**

11. The landlord claims for \$10600.00 in unpaid rent. The tenants agreed this amount was owed.
12. The \$10600.00 total includes the full rent of \$1600/month for the month of April. This tribunal does not award future rent and therefore cannot award rent past the hearing date. A daily rate must be calculated.

13. The correct formula for determining the daily rate is to multiply the monthly rent by the 12 months and divide by the 365 days of the year. In this case the daily rate is  $\$1600/\text{month}(12 \text{ months}/365 \text{ days}) \approx \$52.60/\text{day}$ . Calculated to the date of the hearing, the rent owing for April is \$315.62. The total rent owing is therefore \$9315.62.
14. S. 15(1) of the *Act* states that where a tenant does not pay rent for a rental period within the time stated in the rental agreement, the landlord may charge the tenant a late payment fee in an amount set by the minister. The minister has set the late payment fees at the rate of \$5.00 for the first day and \$2.00 for each day thereafter to a maximum of \$75.00. As the rent has been owing for more than 35 days, the maximum late payment fee applies.

### Decision

15. The landlord's claim for unpaid rent succeeds in the amount of \$9315.62. The landlord's claim for late payment fees succeeds in the amount of \$75.00. The tenants shall continue to pay the rent at the daily rate of \$52.60 for each day they remain in the premises past 6-April-2026.

### **Issue 2: Vacant Possession**

#### Landlord's Position

16. The landlord seeks an order of vacant possession. He says that a valid termination notice has been issued and the tenants have refused to vacate. He acknowledges that a payment plan agreement was reached in July but says (in essence) the tenants have refused to honour this agreement and it is now void.

#### Tenants' Position

17. The tenants acknowledge not paying the rent and receiving the termination notice. They raised no issues with the validity of the notice. They did raise a number of other potential issues including their financial difficulties, signing the lease under duress, the alleged conduct of the [REDACTED] and the landlord's alleged failure to maintain the premises.

#### Analysis

18. The tenants explained that they have been facing financial difficulties, and that the monthly rent made up the entirety of their means. Respectfully, this does not excuse nonpayment of rent under the *Act*. They stated that they felt they were under duress signing the lease. The context made it clear they meant they had no other options, and not that a person or party had forced their hand. Even if the rental agreement had been signed under duress, occupying the rental premises constituted an agreement to pay the rent.
19. The tenants stated that the [REDACTED] was responsible for the agreement, at least in the beginning. This tribunal finds otherwise. The rental agreement (LL#1) was signed by the tenants and the landlord, not [REDACTED]. Further, [REDACTED] did not occupy the premises, the

tenants did. They are responsible for complying with its terms. There is no application before this tribunal currently regarding any alleged failures of the landlord, so these comments are irrelevant.

20. One of the tenants testified that the payment plan agreement was made without his consent or knowledge. If this is true, it would only serve to support the landlord's position that the payment plan agreement is void.
21. This tribunal accepts that the payment plan agreement was voided and the original terms of the rental agreement apply.
22. In order to receive an order of vacant possession, a landlord must provide a valid termination notice. To be valid, a termination notice must comply with all relevant provisions of the *Act*. The landlord provided a notice dated 16-February-2026, labeled LL#2.
23. LL#2 is written in the form prescribed by the minister. It contains the name and address of the recipients. It identifies the residential premises it regards. It states it was given under s. 19 of the *Act*. It therefore complies with s. 34.
24. LL#2 was signed by the landlord. It provides the termination date on which the tenancy shall end. It was served on the tenants by email in accordance with s. 35(2)(f) of the *Act*. It therefore complies with s. 19(4).
25. LL#2 was issued on 16-February-2025. At this point, rent had been overdue for more than 5 days. It gives a termination date of 28-February-2026, which is not less than 10 days later. It therefore complies with s. 19(1)(b) of the *Act*.

### Decision

26. The termination notice LL#2 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**

27. The landlord is owed moneys and may therefore apply the security deposit against the sum owed. In this case the security deposit was \$800.00 paid on 12-June-2024.
28. S. 14(7) of the *Act* states that the 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 an interest rate of 0% for the year 2026. Calculated to the date of the hearing, the interest totals \$12.44.

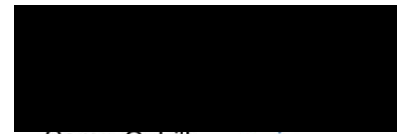
### **Summary of Decision**

29. The tenants shall vacate the premises immediately.

- 30. The tenants 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.
- 31. The tenants shall continue to pay rent at the rate of \$52.60/day for each day they remain in the premises after 6-April-2026.
- 32. The tenants shall pay to the landlord \$8578.18 as follows:

Unpaid Rent.....	\$9315.62
Late Fees.....	\$75.00
Less Security Deposit.....	-\$812.44
Total.....	\$8578.18

8-April-2026  
Date



Seren Cahill  
Residential Tenancies Office