

Residential Tenancies Tribunal

Application 2026-0242-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 7-April-2026 at 1:54 pm.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, was represented at the hearing by [REDACTED] and [REDACTED] attended by teleconference.
3. The respondent, [REDACTED] hereinafter referred to as the tenant, also attended via teleconference.

Preliminary Issues

4. The respondent acknowledged they were properly served.

Issues before the Tribunal

5. Should the landlord's claim for unpaid rent and other fees 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 and Other Fees

10. The landlord claims \$3230.14 in unpaid rent. This represents the monthly rent of \$1000/month for the months of January through March 2026 and rent at the daily rate up to the date of the hearing. The tenant agreed she owes this amount notwithstanding the fact that she vacated on 13-March-2026, as she had by honest mistake failed to notify the landlord of her moving out.
11. The landlord also claims \$75.00 in late fees. 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 rates at \$5.00 for the first day and \$2.00 for each day thereafter to a maximum of \$75.00. As rent was owing for more than 35 days, the maximum late payment fee applies.

12. Finally, the landlord claims \$100.00 in Non-Sufficient Fund or NSF fees. S. 15(2) of the *Act* states that where a cheque for the payment of rent is returned to a landlord by a financial institution because of insufficient funds, the landlord may charge the tenant a fee in the same amount as the fee charged to the landlord by the financial institution. The rental ledger (LL#1) shows the landlord was charged \$50.00 each for two NSF occurrences, one on 6-January-2026 and one on 6-March-2026.

Decision

13. The landlord's claim for unpaid rent succeeds in the amount of \$3230.14. The landlord's claim for late fees succeeds in the amount of \$75.00. The landlord's claim for NSF fees succeeds in the amount of \$100.00.

Issue 2: Vacant Possession

14. 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 13-January-2026, labeled LL#2.
15. LL#2 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.
16. LL#2 was signed by a representative of 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).
17. LL#2 was issued on 13-January-2025. At this point, rent had been overdue for more than 5 days. It gives a termination date of 24-January-2026, which is not less than 10 days later. It therefore complies with s. 19(1)(b) of the *Act*.
18. LL#2 complies with all relevant provisions of the *Act* and is therefore valid.
19. The landlord sought to continue their application for an order of vacant possession notwithstanding the tenant's testimony that she had vacated prior to the hearing date, as they had not had the opportunity to verify her testimony. As based on the agreed facts the tenant remained in the premises past the termination date, the requirements for an order of vacant possession have been met.

Decision

20. The landlord's application for an order of vacant possession succeeds.

Issue 3: Security Deposit

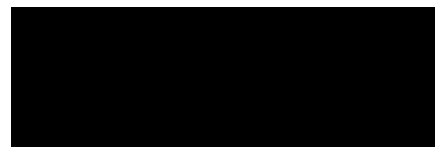
- 21. As the landlord is owed moneys, they may apply the security deposit against the sum owed. In this case the security deposit was \$750.00 received on 11-June-2025.
- 22. S. 14(7) of the *Act* states that the landlord shall credit interest to the tenant on the full amount or value of the security 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 year 2025 and 0% for the year 2026. Calculated to the date of the hearing, the interest totals \$4.19.

Summary of Decision

- 23. The landlord was successful in their application and may therefore seek to be reimbursed for their reasonable hearing expenses. They seek the \$20.00 application fee and \$50.00 for the cost of the services of a commissioner of oaths, for which a receipt was provided (LL#3). These are granted.
- 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. If they have not already vacated, the tenant shall continue to pay rent at the rate of \$32.88/day for each day they remain in the premises after 7-April-2026.
- 27. The tenants shall pay to the landlord \$2720.95 as follows:

Unpaid Rent.....	\$3230.14
Late Fees.....	\$75.00
NSF Fees.....	\$100.00
Hearing Expenses.....	\$70.00
Less Security Deposit.....	(-\$754.19)
Total.....	\$2720.95

8-April-2026
Date



Seren Cahill
Residential Tenancies Office