

Residential Tenancies Tribunal

Application 2026-0247-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 2:01 p.m. on 8-March-2026.
2. The applicant, [REDACTED] hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED] (tenant 1), hereinafter referred to as “the tenant” attended by teleconference. The respondent, [REDACTED] (tenant 2), hereinafter referred to as “the landlord” did not attend.

Preliminary Matters

4. The landlord submitted 4 affidavits with his application stating that he had the tenants served with the notice of hearing electronically on 20-March-2026 by using the email addresses provided to him in the rental agreement. The landlord stated that he also had the documents served personally to the residential premises on the same date and given to tenant 2 for both tenants (LL#1). Tenant 1 disputed receiving an email and disputed that tenant 2 gave her the document. Despite the tenant disputing receiving the document, I find that there was sufficient proof to demonstrate good service under the *Act*. In accordance with Section 35 of the *Residential Tenancies Act, 2018* this is good service.
5. There is a written month-to-month rental agreement which commenced on 1-December-2025. Rent is \$1100.00 per month, due on the 1st day of each month. A security deposit of \$824.50 was paid for in 2 installments (\$412.50 on 24-December and \$412.00 on 31-December) and is in the landlord’s possession.
6. The landlord amended the application to increase rent paid from \$2200.00 as per the application to \$3300.00.

Issues before the Tribunal

7. The landlord is seeking:
 - An Order for vacant possession of the rented premises.
 - Rent paid \$3300.00

- Hearing expenses \$20.00
- Security deposit applied against monies owed \$824.50

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 are the following sections of the *Residential Tenancies Act, 2018*: Section 14: Security deposit and Section 19: Notice where failure to pay rent. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Policy Manual*: 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 7-March-2026 to vacate on 18-March-2026 (LL#2).

Landlord's and Tenant's Positions

11. The landlord testified that rent was outstanding when he issued the termination notice on 7-March and was still outstanding on the termination date of 18-March, and he stated that he is seeking vacant possession under Section 19 of the *Act*.
12. Tenant 1 did not dispute that rent has been outstanding since February; however, she testified that she tried to make payment in full to the landlord on 3-March at which time the landlord refused payment.
13. The landlord disputed that the tenants made any effort to pay rent and stated that he would have definitely accepted the rent money and he provided a thread of text messages showing that he inquired about the payment of rent on 7-February (LL#3).
14. I asked tenant 1 if she could show that the landlord told her at any point that he would not accept her rent payment and she responded that she could not.

Analysis

15. 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.

16. I accept the exhibits entered into evidence by the landlord which shows that he made requests for the payment of rent after the date that tenant 1 stated she had attempted to pay the rent. I do not accept the tenant's testimony that the landlord refused to accept rent.

17. The tenant was in rent arrears in excess of the 5 days when the termination notice was served. On the date of termination, 18-March rent was still in arrears. I asked the landlord how he served the termination notice and he responded that he served it personally on 7-March. 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.

18. I find that the tenants should have vacated the premises on 18-March-2026.

Decision

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

Issue # 2: Rent Paid \$3300.00

Relevant Submission

20. The landlord testified that rent is outstanding in the amount of \$3300.00, and he submitted a copy of a rental ledger to support the claim (LL#4). See breakdown of partial rental ledger below:

Rental Ledger 2026-0247-NL			
Date	Action	Amount	Total
January 31, 2026	Balance		\$0.00
February 1, 2026	rent due	\$1,100.00	\$1,100.00
March 1, 2026	rent due	\$1,100.00	\$2,200.00
April 1, 2026	rent due	\$1,100.00	\$3,300.00

Landlord's and Tenant's Positions

21. The landlord testified that rent is outstanding dating back to February and he is seeking rent to be paid in full.
22. Tenant 1 once again did not dispute that rent is outstanding, however maintains that it was not paid due to the fact the landlord refused payment.

Analysis

23. I do not accept the tenant's testimony that the landlord refused to accept the payment of rent as stated above in paragraph 12. 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 show a daily rate for April as this tribunal does not consider future rent (see below).

Amended Rental Ledger 2026-0247-NL			
Date	Action	Amount	Total
January 31, 2026	Balance		\$0.00
February 1, 2026	rent due	\$1,100.00	\$1,100.00
March 1, 2026	rent due	\$1,100.00	\$2,200.00
April 1-8, 2026	rent due (8 days)	\$289.28	\$2,489.28

Daily rate: $\$1100 \times 12 \text{ mths} = \13200
 $\$13200 / 365 \text{ days} = \36.16 per day

24. I find that rent is outstanding for the period of 1-February up to and including 8-April in the amount of \$2,489.28.
25. The tenants shall pay a daily rate of rent in the amount of \$36.16 beginning 9-April-2026, until such time as the landlord regains possession of the property.

Decision

26. The landlord's claim for rent paid succeeds in the amount of \$2489.28.

Issue # 3: Hearing Expenses \$20.00

Analysis

27. The landlord paid an application fee of \$20.00 to *Residential Tenancies and* submitted a copy of the receipt to support the claim (LL#5). In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, filing fees can be claimable costs. As the landlord's claim for losses has been successful, I find that the tenants are responsible for the hearing expenses.

Decision

28. The landlords claim for hearing expenses succeeds in the amount of \$20.00.

Issue # 4: Security deposit applied against monies owed \$824.50

Analysis

29. Section 14 of the *Residential Tenancies Act, 2018* deals with security deposits, and the relevant subsections state:

Security deposit

14. (8) *A security deposit is not an asset of the landlord but is held by the landlord in trust and may be used, retained or disbursed only as provided in this section.*
- (9) *Not later than 10 days after the tenant vacates the residential premises, the landlord shall return the security deposit to the tenant unless the landlord has a claim for all or part of the security deposit.*
- (10) *Where a landlord believes he or she has a claim for all or part of the security deposit,*
- (a) *the landlord and tenant may enter into a written agreement on the disposition of the security deposit; or*
- (b) *the landlord or the tenant may apply to the director under section 42 to determine the disposition of the security deposit.*
- (11) *Where a tenant makes an application under paragraph (10)(b), the landlord has 10 days from the date the landlord is served with a copy of the tenant's application to make an application to the director under paragraph (10)(b).*
- (12) *A landlord who does not make an application in accordance with subsection (11) shall return the security deposit to the tenant.*
30. The landlord's claim for losses has been successful as per paragraphs 26 and 28 above and as such, the security deposit shall be applied against monies owed. Pursuant to the *Residential Tenancies Act, 2018* the landlord must pay interest on a security deposit to a tenant for the entire period that the landlord has had the security deposit. The interest is calculated as simple interest and is not compounded. The annual interest rate for 2025 was 1% and is currently 0% for 2026.

Decision

31. The landlord's claim to have the security deposit applied against monies owed succeeds.

Summary of Decision

32. The tenants shall pay the landlord \$1684.68 as follows:

Rent paid	\$2489.28
Hearing expenses	20.00
Less: Security deposit & interest	824.60
 Total	 \$1684.68

33. The tenants shall pay a daily rate of rent beginning 9-April-2026 of \$36.16, until such time as the landlord regains possession of the property.
34. The tenants shall vacate the property immediately.
35. 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.
36. The landlord will be awarded an Order of Possession.

April 14, 2026
Date



Pamela Pennell, Adjudicator
Residential Tenancies Office