

Residential Tenancies Tribunal

Application 2026-0271-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:58 p.m. on 21-April-2026.
2. The applicants, [REDACTED] and [REDACTED] hereinafter referred to as “the landlords” 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 unable to reach her by telephone at the start of the hearing. 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 she has been properly served.
5. The landlords submitted an affidavit with their application stating that they had served the tenant with the notice of hearing electronically by email to; [REDACTED] on 2 April 2026 (LL#1). The landlords submitted proof of service (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 landlords, I proceeded with the hearing in her absence.
6. There was a written month-to-month rental agreement which commenced around 1-April-2020 between the respondent, her daughter and a previous landlord. The applicants purchased the property in June 2022 and continued with a verbal month-to-month tenancy with the respondent only. Rent is \$900.00 per month, due on the 1st day of each month. A security deposit of \$350.00 was paid on 20 March 2020 and was transferred to the landlords during the purchase of the property and is in the landlord’s possession.
7. The disposition of the security deposit shall be dealt with in this hearing.

Issues before the Tribunal

8. The landlord is seeking:
 - An Order for vacant possession of the rented premises.
 - Rent paid \$600.00.
 - Security deposit applied against monies owed \$350.00.

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*.
10. 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.

Issue # 1: Vacant Possession of the Rented Premises

Relevant Submission

11. 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 8-March-2026 to vacate on 19-March-2026 (LL#3).

Landlord's Position

12. The landlords testified that rent has been outstanding dating back to when they purchased the property in June 2022. The landlords stated that rent was outstanding when they issued the termination notice on 8-March and was still outstanding on the termination date of 19-March, and they stated that they are seeking vacant possession under Section 19 of the *Act*.

Analysis

13. 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.

14. The tenant was in rent arrears in excess of the 5 days when the termination notice was served. On the date of termination, 19-March, rent was still in arrears. I asked the landlords how they served the termination notice and they responded that it was served electronically by email and text. 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.

15. I find that the tenant should have vacated the premises on 19-March-2026.

Decision

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

Issue # 2: Rent Paid \$600.00

Relevant Submission

17. The landlords testified that rent is outstanding in the amount of \$600.00, and they submitted a copy of a rental ledger to support the claim (LL#4). See breakdown of partial rental ledger below:

Rental Ledger 2026-0271-NL			
Date	Action	Amount	Total
December 31, 2025	Balance		\$150.00
January 1, 2026	Rent due	\$900.00	\$1,050.00
January 1, 2026	Payment	-\$900.00	\$150.00
February 1, 2026	Rent due	\$900.00	\$1,050.00
February 1, 2026	Rent paid	-\$900.00	\$150.00
March 1, 2026	Rent due	\$900.00	\$1,050.00
March 1, 2026	Payment	-\$450.00	\$600.00
April 1, 2026	Rent due	\$900.00	\$1,500.00
April 2, 2026	Payment	-\$450.00	\$1,050.00
April 16, 2026	Payment	-\$450.00	\$600.00

Landlord's Position

18. The landlord testified that rent is outstanding dating back to when they purchased the property and they are seeking rent to be paid in full.

Analysis

19. 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 2026-0271-NL			
Date	Action	Amount	Total
December 31, 2025	Balance		\$150.00
January 1, 2026	Rent due	\$900.00	\$1,050.00
January 1, 2026	Payment	-\$900.00	\$150.00
February 1, 2026	Rent due	\$900.00	\$1,050.00
February 1, 2026	Rent paid	-\$900.00	\$150.00
March 1, 2026	Rent due	\$900.00	\$1,050.00
March 1, 2026	Payment	-\$450.00	\$600.00
April 1-21, 2026	Rent due (21 days)	\$621.39	\$1,221.39
April 2, 2026	Payment	-\$450.00	\$771.39
April 16, 2026	Payment	-\$450.00	\$321.39

Daily rate: $\$900 \times 12 \text{ mths} = \10800
 $\$10800 / 365 \text{ days} = \29.59 per day

20. I find that rent is outstanding for the period of 1 June 2022 up to and including 21 April 2026 in the amount of \$321.39.
21. The tenant shall pay a daily rate of rent in the amount of \$29.59 beginning 22 April, until such time as the landlord regains possession of the property.

Decision

22. The landlord's claim for rent paid succeeds in the amount of \$321.39.

Issue # 3: Security deposit applied against monies owed \$350.00

Analysis

23. 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.*

24. The landlord's claim for losses has been successful as per paragraph 22 above and as such, the security deposit shall be applied against monies owed. Pursuant to the *Residential Tenancies Act, 2018* the landlords 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 2020-2023 was 0%, for 2024-2025 was 1% and is currently 0% for 2026. **Note:** interest up to the hearing date equates to \$7.00.

Decision

25. The security deposit shall be applied in part against monies owed.

Summary of Decision

26. The tenant shall pay the landlords \$0.00 as follows:

Rent paid	\$321.39
Less: Security deposit	321.39
 Total	 \$0.00

27. The tenant shall pay a daily rate of rent beginning 22-April-2026 of \$29.59, until such time as the landlords regain possession of the property.

28. The tenant shall vacate the property immediately.

29. The tenant shall pay to the landlords any costs charged to the landlords by the Office of the High Sheriff should the landlords be required to have the Sheriff enforce the attached Order of Possession.

30. The landlords will be awarded an Order of Possession.

April 22, 2026
Date

Pamela Pennell, Adjudicator
Residential Tenancies Office