

Residential Tenancies Tribunal

Application 2026-0284-NL

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 9:04 AM on 30 April 2026 via teleconference.
2. The applicant, [REDACTED], was represented at the hearing by [REDACTED], hereinafter referred to as “the landlords”.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant”, was also in attendance representing himself and [REDACTED].

Issues before the Tribunal

4. The landlord is seeking the following:
 - An order for a payment of rent in the amount of \$1150.00,
 - An order for a payment of late fees in the amount of \$75.00,
 - An order for vacant possession of the rented premises, and
 - Authorization to retain the security deposit.

Legislation and Policy

5. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
6. Also relevant and considered in this case is section 19 of the *Residential Tenancies Act, 2018*.

Preliminary Matters

7. The landlords amended their claim at the hearing and stated that they were no longer seeking an order for a payment of rent.

Issue 1: Late Fees - \$75.00

Relevant Submissions

The Landlords' Position

8. The landlords stated that they had entered into 1-year, fixed-term rental agreement with the tenant on 01 June 2022, and a copy of that lease was submitted with the landlords' application. The current rent is set at \$1150.00 and it is acknowledged in the lease that the tenant had paid a security deposit of \$667.50.
9. With their application, the landlords submitted a copy of their rent records showing the payments made by the tenant since the tenancy began. According to these records, although there is currently no outstanding rent owing, several times over the past several months the tenant had failed to pay his rent on time. For instance, the rent for December 2025 was not paid until 06 January 2026, and the rent for March and April 2026 was not received until 13 April 2026.
10. According to these records, the landlords assessed a late payment penalty on 02 December 2025, and that penalty reached its cap of \$75.00 in January 2026. Although the tenant's rent has been paid off, that late fee of \$75.00 has yet to be paid. The landlords are seeking an order for a payment of that amount.

The Tenant's Position

11. The tenant stated that he was not aware that rent for December 2025 and March 2026 had not been paid on time. He testified that his partner deals with the rent, but she is away taking care of a sick parent. The tenant stated that as soon as he was notified that his rent was in arrears on those 2 occasions, he immediately made those payments to the landlord.
12. With respect to the late payment penalty, the tenant testified that he was unaware that the landlords' had assessed that penalty, and he claimed that he is unable to access the tenant portal to view his rent records.

Analysis

13. Section 15 of the *Residential Tenancies Act, 2018* states:

Fee for failure to pay rent

15. (1) 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 prescribed the following:

Where a tenant has not paid the rent for a rental period within the time specified in the Rental Agreement, the landlord may assess a late payment fee not to exceed:

(a) \$5.00 for the first day the rent is in arrears, and

(b) \$2.00 for each additional day the rent remains in arrears in any consecutive number of rental payment periods to a maximum of \$75.00.

14. I accept the tenant's claim that he was unable to access the tenant portal and that he was therefore not made aware that the landlord's had assessed that late payment penalty back in December 2025. The landlords claimed that that fee was indicated on a cover letter they had provided to the tenant with their termination notice, but the tenant denied that he had received that letter and no copy of that letter was provided at the hearing.
15. Nevertheless, when the tenant was served with this application and notice of hearing on 11 April 2026, he would have then become aware the landlords had assessed a penalty.
16. Accordingly, I find that the landlord's are entitled to a payment of a late payment penalty for the period from 11 April 2026 to the date of the hearing. I calculate that amount to be \$49.00.

Decision

17. The landlord's claim for late fees succeeds in the amount of \$49.00.

Issue 2: Vacant Possession of Rented Premises

Relevant Submissions

The Landlords' Position

18. With her application, the landlords submitted a copy of a termination notice which they stated they had posted to the tenant's door on 09 March 2026. That notice was issued under section 19 of the *Residential Tenancies Act, 2018* (notice where failure to pay rent), and it had an effective termination date of 22 March 2026.
19. The landlords stated that the tenant has not moved out of the unit as required and they are seeking an order for vacant possession.

The Tenant's Position

20. The tenant stated that he had not found a termination notice posted to his door but instead learned of the notice in an e-mail from his partner. He stated that notices are sometimes posted to his door but end up falling off and are found in the hallway. Sometimes notices are slipped under his door. The tenant suggested that a better way to serve notices would be by placing them in his mailbox.
21. The tenant claimed that this has all been a misunderstanding, and that as soon as he became aware of the rental arrears, he immediately made payments to the landlord. He indicated that he was willing to pay the late fees and suggested that automatic deposits be set up so that these issues do not crop up in the future.

Analysis

22. 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.

23. I accept the landlords' claim that they had posted the submitted termination notice to the tenant's door, and the tenant stated that his partner had informed him in an e-mail, that she had received the notice.
24. According to the landlords' rent records, when that notice was issued on 09 March 2026, the tenant was in arrears in the amount of \$1150.00. On 01 April

2026, rent came due again, bringing the balance owing to \$2300.00 and the landlord received payment of that amount on 13 April 2026. But, in order to void the termination notice, that payment had to have been received sometime prior to 22 March 2026, the effective termination date set out in the notice.

25. Accordingly, as the notice meets all the requirements set out in this section of the Act, and as it was properly served, the notice is valid.

Decision

26. The landlords' claim for an order for vacant possession of the rented premises succeeds.
27. 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.

Issue 3: Security Deposit

28. The landlords stated that the tenant had paid a security deposit of \$667.50 on 18 May 2022, and receipt of that deposit is acknowledged in the submitted rental agreement. According to the [Security Deposit Interest Rate Schedule](#), that deposit has accrued \$13.34 in interest.
29. As the landlord's claim for late fees has been successful, she shall retain \$49.00 of that deposit.

Summary of Decision

30. The landlord is entitled to the following:
- An order for vacant possession of the rented premises,
 - Authorization to retain \$49.00 of the security deposit, and
 - The tenant shall also 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.

02 June 2026

Date


John R. Cook
Residential Tenancies Tribunal