

Residential Tenancies Tribunal

Application 2026-0328-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 5-May-2026 at 1:45 pm.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, did not attend.

Preliminary Issues

4. The tenant was not present or represented at the hearing and I was unable to reach them 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 claim and notice of the 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 they have been properly served. The landlord submitted an affidavit (LL#1) with their application stating that they had served the tenant with notice of the hearing electronically on 17-April-2026 at 11:52 am. As the tenant was properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in their absence.
5. The landlord applied to have a security deposit applied against the sum owed. However, she testified during the hearing that no security deposit was ever paid. A security deposit is not an asset of the landlord. There can be no decision regarding a security deposit that was not paid.

Issues before the Tribunal

6. Should the landlord's claim for an order of vacant possession succeed?
7. Should the landlord's claim for unpaid rent and late fees succeed?

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 24 and 34 of the *Act*, as follows:

Notice where tenant contravenes peaceful enjoyment and reasonable privacy

24. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b), where a tenant contravenes statutory condition 7(a) set out in subsection 10(1), the landlord may give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential premises on a specified date not less than 5 days after the notice has been served.

(2) 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: Vacant Possession

10. To receive an order for vacant possession, a landlord must provide a valid termination notice. For a termination notice to be valid, it must comply with all relevant provisions of the *Act*.
11. The landlord provided a copy of a termination notice (LL#3). LL#3 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. 24 of the *Act*. It therefore complies with s. 34.
12. According to the landlord's testimony, she had signed LL#3. It states the date on which the rental agreement is to terminate. It was served on the tenant by taping it to their door in accordance with s. 35(2)(c) of the *Act*. It therefore complies with s. 24(2) of the *Act*.

13. LL#3 was served on 7-April-2026 and gives a move out date of 13-April-2026. It therefore complies with the timeline requirements of s. 24(1) of the *Act*.
14. The only remaining question is whether the tenant contravened statutory condition 7(a) set out in s. 10(1) of the *Act*. The condition reads as follows:

7. Peaceful Enjoyment and Reasonable Privacy -

- (a) The tenant shall not unreasonably interfere with the rights and reasonable privacy of a landlord or other tenants in the residential premises, a common area or the property of which they form a part.
15. The landlord testified that the tenant and her tenant in common continually harassed her by banging on her windows and door, banging on the ceiling of their basement apartment, and yelling. She also testified that they left shards of glass in the common area outside, which led to her dog becoming injured. A number of other allegations were raised but they were not directly relevant to this hearing.
 16. I accept the landlord's uncontradicted testimony. Harassment of this nature amounts to interference with the landlord's peaceful enjoyment, and this harassment is unreasonable.

Decision

17. LL#3 complies with all provisions of the *Act* and is therefore valid.

Issue 2: Unpaid Rent and Late Fees

18. The landlord claims unpaid rent at the monthly rental rate of \$800.00/month up to the date of the hearing, and late fees in the amount of \$57.00.
19. The landlord testified that the tenant paid the \$1100.00 in April and nothing else for a tenancy that began on 5-March-2026. I accept her uncontradicted testimony. The rental term was from the 5th of each month to the 4th of the next, so the tenant owes the remaining rent for the period of 5-April-2026 to 4-May-2026 and rent at the daily rate for the date of the hearing.
20. The correct formula for determining the daily rate is to multiple the monthly rent by 12 months and dividing by the 365 days of the year. In this case, the daily rate is $\$800.00 * (12 \text{ months} / 365 \text{ days}) = \$26.30/\text{day}$. The total rent owing is therefore \$526.30.
21. 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 set the amount for late fees at \$5.00 for the first day and \$2.00 for each day thereafter. As the rent was overdue by more than 27 days, the landlord's claim for late fees in the amount of \$57.00 succeeds.

Decision

22. The landlord's claim for unpaid rent succeeds in the amount of \$526.30. The landlord's claim for late fees succeeds in the amount of \$57.00.

Summary of Decision

23. The valid termination notice gave a move out date of 13-April-2026. The landlord's application for an order of vacant possession succeeds.

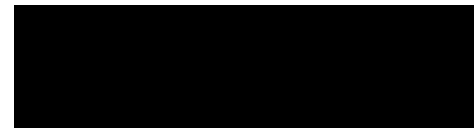
24. The tenant shall vacate the premises immediately.

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. The tenant shall pay to the landlord \$586.30 as follows:

Unpaid Rent.....	\$526.30
Late fees.....	\$57.00
Total.....	\$583.30

25-May-2026
Date



Seren Cahill
Residential Tenancies Office