

Residential Tenancies Tribunal

Application 2026-0343-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 25-May-2026 at 9:10 am.
2. The applicant, [REDACTED] hereinafter referred to as the landlord, was represented at the hearing by [REDACTED], who attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, also attended via teleconference.
4. The translator [REDACTED] also attended via teleconference.

Preliminary Issues

5. The tenant acknowledged she was properly served.
6. The rental agreement (L#1) was a fixed term agreement whose term expired on 31-December-2025 and which continued as a month-to-month. Rent is set at \$1500.00/month due on the 1st of each month, and a security deposit of \$1125.00 was paid on or about 6-January-2026.

Issues before the Tribunal

7. Should the landlord's claim for unpaid rent succeed?
8. Should the landlord's claim for vacant possession succeed?
9. What is the proper disposition of the security deposit?

Legislation and Policy

10. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act*, 2018 (the Act).

11. 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

12. The landlord seeks unpaid rent in the amount of \$6000.00. He testified that no rent was paid between 1-December-2025 and 1-April-2026, leading to \$7500.00 in arrears. On 7-April-2026, a \$3000.00 payment was made, leaving a new total of \$4500.00. Rent then became due for May, bringing the new total to \$6000.00.
13. The tenant did not dispute the amounts paid or due.
14. I accept the landlord's uncontradicted testimony. However, this tribunal does not deal in future rent and does not award rent past the date of the hearing. A daily rate must be calculated. The correct formula for determining a daily rate is to multiply the monthly rate by the 12 months and divide by the 365 days of the year. In the present case, the daily rate is $\$1500.00/\text{month} \times (12 \text{ months}/365 \text{ days}) = \$49.32/\text{day}$. Multiplied to the date of the hearing, the rent owing for May is \$1232.88. The total rent owing is therefore \$5732.88.

Decision

15. The landlord's claim for unpaid rent succeeds in the amount of \$5732.88.

Issue 2: Vacant Possession

16. The landlord and tenant both expressed frustration that the other party did not attempt to communicate with them. Both parties acknowledged the Association for New Canadians ("the ANC") acted as an intermediary between them, as they do not share a common language. The tenant says she asked the ANC to speak to the landlord about her inability to pay the full rent multiple times, but they told her they were unable to reach him. For his part, the landlord says he has had multiple communications with the ANC, but they never brought up the issue of the tenant's rent. As the ANC is not a party to the rental agreement or this hearing and as neither party called any representative of the ANC as a witness, their perspective is unknown. Nevertheless, the tenant and the landlord are the only signatories to the rental agreement, and the tenant remains responsible for her side of that commitment.
17. 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 labeled L#3.
18. L#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. 19 of the Act. It therefore complies with s. 34.
19. L#3 was signed by the landlord. It provides the termination date on which the tenancy shall end. It was served on the tenant by placing it on her door in accordance with s. 35(2)(c) of the Act. It therefore complies with s. 19(4).
20. L#3 was issued on 7-April-2026. At this point, rent had been overdue for more than 5 days. It gives a termination date of 18-April-2026, which is not less than 10 days later. It therefore complies with s. 19(1)(b) of the Act.

Decision

21. The termination notice L#3 complies with all relevant provisions of the *Act* and is therefore valid. The landlord's application for an order of vacant possession succeeds.

Issue 3: Security Deposit

22. The landlord is owed moneys and may therefore apply the security deposit against the sum owed.
23. S. 14(7) of the *Act* states that a 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 a simple interest rate of 1% annual for the year 2025 and an interest rate of 0% for the year 2026. Calculated to the date of the hearing, the interest totals \$11.10.

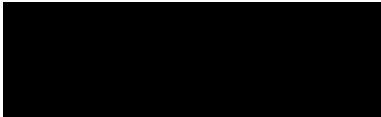
Summary of Decision

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 continue to pay rent at the daily rate of \$49.32/day for each day she remains in the premises after 25-May-2026.
27. The tenant shall pay to the landlord \$4596.78 as follows:

Unpaid Rent.....	\$5732.88
Less Security Deposit.....	\$1136.10
Total.....	\$4596.78

01-June-2026

Date


Seren Cahill
Residential Tenancies Office