

Residential Tenancies Tribunal

Application 2026-0368-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:16 a.m. on 1-June-2026.
2. The applicant, [REDACTED], aka [REDACTED], represented by [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondents, [REDACTED], hereinafter referred to as “the tenants” did not attend.

Preliminary Matters

4. The tenants were 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 the claim and notice of hearing 10 clear days prior to the hearing date and, where the respondents fail 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.
5. The landlord submitted 2 affidavits with their application stating that they had served the tenants with the notice of hearing via pre-paid registered mail ([REDACTED] and [REDACTED]) on 14 May 2026 (LL#1). In accordance with the *Residential Tenancies Act, 2018* registered mail is considered served on the 5th day after it is sent. As the tenants were properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in their absence.
6. There is a month-to-month rental agreement which commenced on 15 November 2023. Rent is \$720.00 per month, due on the first day of each month. A security deposit of \$400.00 was paid on 6-November 2023 and is in the landlord's possession.

Issues before the Tribunal

7. The landlord is seeking:
 - An Order for vacant possession of the rented premises.
 - Rent & late fees paid \$7435.00

- Security deposit applied against monies owed \$400.00

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*. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 19: Notice where failure to pay rent.

Issue # 1: Vacant Possession of the Rented Premises

Relevant Submission

9. 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 31 March 2026 to vacate on 11 April 2026 (LL#2).

Landlord's Position

10. The landlord's representative testified that rent was outstanding when the termination notice was given on 31 March and was still outstanding on the date of termination. The landlord's representative stated that they are seeking vacant possession under Section 19 of the *Act*.

Analysis

11. 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

- rented from *month to month*,**
- rented for a fixed term, or**
- 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

- 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.*
12. The tenants were in rent arrears in excess of the 5 days when the termination notice was served. On the date of termination, 11 April rent was still in arrears. I asked the landlord's representative post hearing how the termination notice was served and she responded that it was served personally on 31 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.
13. I find that the tenants should have vacated the premises on 11 April 2026.

Decision

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

Issue # 2: Rent & Late Fees Paid \$7435.00

Relevant Submission

15. The landlord's representative testified that rent is outstanding in the amount of \$7360.00, and they submitted a rental ledger to support the claim (LL#3). See breakdown of partial rental ledger below:

Rental Ledger 2026-0368-NL			
Date	Action	Amount	Total
December 31, 2025	Balance		\$3,760.00
January 1, 2026	Rent due	\$720.00	\$4,480.00
January 1, 2026	Payment	-\$720.00	\$3,760.00
February 1, 2026	Rent due	\$720.00	\$4,480.00
March 1, 2026	Rent due	\$720.00	\$5,200.00
April 1, 2026	Rent due	\$720.00	\$5,920.00
May 1, 2026	Rent due	\$720.00	\$6,640.00
June 1, 2026	Rent due	\$720.00	\$7,360.00

Landlord's Position

16. The landlord's representative testified that rent has been outstanding dating back to July 2024 and she stated that they are seeking rent to be paid in full and she is also seeking the maximum late fee charges of \$75.00 for a total of \$7435.00.

Analysis

17. Non-payment of rent is a violation of the rental agreement. 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 June as this tribunal does not consider future rent (see below).

Amended Rental Ledger 2026-0368-NL			
Date	Action	Amount	Total
December 31, 2025	Balance		\$3,760.00
January 1, 2026	Rent due	\$720.00	\$4,480.00
January 1, 2026	Payment	-\$720.00	\$3,760.00
February 1, 2026	Rent due	\$720.00	\$4,480.00
March 1, 2026	Rent due	\$720.00	\$5,200.00
April 1, 2026	Rent due	\$720.00	\$5,920.00
May 1, 2026	Rent due	\$720.00	\$6,640.00
June 1, 2026	Rent due (1 day)	\$23.67	\$6,663.67

Daily rate: \$720 x 12 mths = \$8640
\$8640 / 365 days = \$23.67 per day

18. I find that the tenants are responsible for outstanding rent in the amount of \$6663.67 for the period of 1 July 2024 up to and including 1 June 2026 and the maximum late fee charges of \$75.00 for a total of \$6738.67.
19. The tenants shall pay a daily rate of rent in the amount of \$23.67 effective 2 June 2026, until such time as the landlord regains possession of the property.

Decision

20. The landlord's claim for rent and late fees paid succeeds in the amount of \$6738.67.

Issue # 3: Security deposit applied against monies owed \$400.00

Analysis

21. Section 14 of the *Residential Tenancies Act, 2018* states:

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).

22. The landlord's claim for losses has been successful as per paragraph 20 above, and as such I find that the landlord's claim to have the security deposit applied against monies owed succeeds. 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 2024 was 0%, for 2024-2025 was 1% and is currently 0% for 2026.

Decision

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

Summary of Decision

24. The tenants shall pay the landlord \$6330.67 as follows:

Rent & late fees paid..... \$6738.67

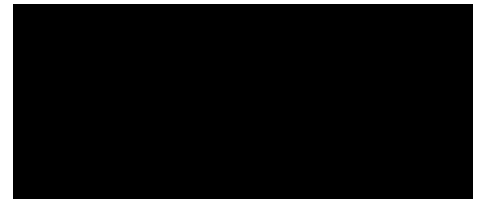
Less: security deposit & interest 408.00

Total \$6330.67

25. The tenants shall pay a daily rate of rent beginning 2 June 2026 of \$23.67, until such time as the landlord regains possession of the property.
26. The tenants shall vacate the property immediately.
27. 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.
28. The landlord will be awarded an Order of Possession.

June 2, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office