

Residential Tenancies Tribunal

Application 2026-0371-NL

Angie Brenton
Adjudicator

Introduction

1. Hearing was held on 11 August 2026 at 1:45 pm.
2. The applicant, [REDACTED] hereinafter referred to as the landlord attended the hearing via teleconference and was represented by [REDACTED] and [REDACTED]
3. The respondent, [REDACTED] hereinafter referred to as the tenant, did not attend the hearing.

Preliminary Matters

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 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 served the Notice of Hearing (LL#1) on June 30, 2026, by prepaid registered mail. Proof of service was also provided. Pursuant to the Act, service by prepaid mail is deemed effective five days after mailing. This is considered good service.
6. The Landlord submitted a copy of the tenancy agreement (LL#2) and confirmed that the tenancy commenced on December 1, 2023, for a one-year fixed term, continuing thereafter on a month-to-month basis. The monthly rent is \$522.00, payable on the first day of each month. The Landlord further confirmed that no security deposit was paid.
7. The landlord amended the claim for rental arrears to include the outstanding balance accrued up to and including rent owing for August 2026.

Issues before the Tribunal

8. The landlord is seeking:
- Order of Vacant Possession
 - Rent Paid
 - Hearing Expenses

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 (the Act)*.
10. Also considered and referred to in this decision are s. 19 (1-4) of the *Act*, as well as section 12-1 of the Residential Tenancies Policy Manual: Recovery of costs.

Issue # 1: Vacant Possession

Relevant Submission

11. The landlord submitted a Notice of Termination for non-payment of rent on 1 June 2026 (LL#3), with an effective termination date of 1 July 2026. In support of service, the Landlord provided a Canada Post registered tracking number, and tracking updates.

Landlords Position

12. The Landlord advised that rent has remained largely unpaid since the first rental period of the tenancy, except for a \$1,200.00 payment received in October 2024. The landlord stated they issued a termination notice on 1 June 2026 with a moveout date of 1 July 2026. The landlord confirmed that the tenant had not vacated by that date.

Analysis

13. To be awarded an order of vacant possession, the termination notice must be deemed valid under the *Act*. Section 19 of the *Act* states that:

19. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b),

...

(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.

...

(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 Tribunal accepts the landlord's evidence that rental arrears accumulated throughout the tenancy and remained outstanding at the time the notice of termination was served. The evidence establishes that rent had been overdue since December 2025. The Notice of Termination provided a termination date of 1 July 2026, which was not less than 10 days after service, as required by the Act. I find that rent remained in arrears as of the termination date. The notice meets the requirements of sections 19(4) and 34 of the Act and was served in accordance with section 35. Accordingly, the notice of termination is a valid notice. The Tenant was required to vacate the rental premises on or before 1 July 2026.

Decision

15. The landlords claim for vacant possession succeeds.

Issue #2- Rent Paid-\$12,090.00

Relevant Submission

16. The landlord submitted an updated rental ledger showing an outstanding balance of \$14,160.00 as of 1 August 2026 (LL#4).

Landlord's Position

17. The Landlord submitted that rent has remained in arrears throughout the tenancy. They confirmed monthly withdrawals from the tenant's account were repeatedly returned due to insufficient funds and rent remains unpaid as of the hearing date

Analysis

18. Non-payment of rent constitutes a breach of the tenancy agreement. The Tribunal accepts the Landlord's evidence that rent was not paid as required and that rental arrears accumulated for the duration of the tenancy. The Tribunal may only award rental arrears that have accrued up to the date of the hearing. Based on the evidence before me, I find that rental arrears in the amount of \$13,638.00 were outstanding as of July 31, 2026.

19. The Tribunal further awards a prorated daily rate of \$17.16 for the period of August 1, 2026, to August 11, 2026, inclusive, for a total of \$188.76.

Daily rate: \$522 x 12 mths = \$6,264.00
\$6,264.00/ 365 days = \$17.16 per day

20. Accordingly, the Tribunal finds that the Landlord is entitled to rental arrears in the total amount of \$13,826.76.

Decision

21. The landlords claim for rent paid succeeds.

Issue 3: Hearing Expenses

22. The landlord claims reimbursement of the \$20.00 application fee (LL#5).

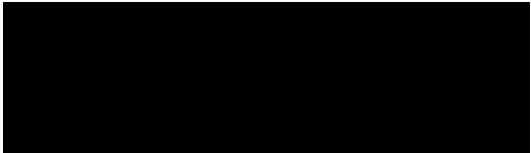
Analysis

23. Residential Tenancies Policy 12-1 provides that claimable costs may include application fees. As the landlord's claim was successful, the Tribunal awards hearing expenses in the amount of \$20.00.

Summary of Decision

24. The tenant shall vacate the premises immediately.
25. The tenant shall pay a daily rate of \$17.16 effective 12 August 2026 until such time as the landlord regains possession of the property.
26. The tenant shall pay the landlord \$ 13,846.76 as follows
- | | |
|--|---------------------------|
| a). Rent | \$13,826.76 |
| b). Hearing Expenses..... | \$20.00 |
| c). Total owing to landlord | <u>\$13,846.76</u> |
27. The tenant shall pay the landlords any costs charged to the landlord by the Office of the High Sheriff should the landlords be required to have the sheriff enforce the attached Order of Possession.

September 3, 2026
Date


Angie Brenton, Adjudicator
Residential Tenancies Office