

## Residential Tenancies Tribunal

Application 2026-0372-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 27-May-2026 at 9:15 am.
2. The applicant, [REDACTED] hereinafter referred to as the landlord, was represented at the hearing by [REDACTED] who attended by teleconference.
3. The respondents, [REDACTED] and [REDACTED] also attended via teleconference.

### Preliminary Issues

4. The tenants did not initially attend the teleconference. The landlord had submitted a pair of duly sworn affidavits (L#2) stating that the tenants had been served personally on 29-April-2026 and electronically on 27-April-2026 respectively and provided proof of service for the latter. As a courtesy, I attempted to contact the tenants by telephone and left instructions on how to phone in. The hearing then began after a fifteen-minute grace period from the scheduled start time of 9:00 a.m. The tenants joined the hearing at 9:28 a.m. and were given a recap of all the testimony that had been heard up until that point.
5. The rental agreement (L#2) is a fixed term agreement for one year which commenced on 1-October-2025. The monthly rent was set at \$850.00/month, due on the 1<sup>st</sup> of each month. A security deposit was listed on the agreement, but the testimony heard at the hearing was that it was never paid.
6. The landlord asked on the date of the hearing if a continuance could be granted in order that a fresh termination notice could be served on the tenants and decided as part of the same application. After some consideration, I find that this would be an inappropriate step in the absence of the mutual consent of the parties. The principle of procedural fairness requires that a respondent understand the full extent of the claim against them before the hearing begins. The landlord's request for a continuance is denied, and any future termination notices will require a fresh application of dispute resolution to resolve.

### Issues before the Tribunal

7. Should the landlord's claim for unpaid rent succeed?
8. Should the landlord's claim for an order of vacant possession succeed?

### **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 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**

- 11. The landlord claims \$5950.00 in unpaid rent, with the particulars listed in the rental ledger L#3. The representative testified that rent had not been paid since 1-December-2025, and there had still been an overdue balance at the time of that last payment.
- 12. The tenants did not dispute the amount of rent paid or owed. They protest that they are unable to pay or find alternate accommodations. While this is unfortunate, they are still bound to their contractual obligations.
- 13. I accept the landlord's uncontradicted testimony regarding the arrears. However, this total includes the full monthly rent for May 2026. 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  $\$850.00/\text{month} * (12 \text{ months}/365 \text{ days}) = \sim \$27.95$ . Multiplied to the date of the hearing, the rent owing for May is \$754.52. The total rent owing is therefore \$5854.52.

### Decision

- 14. The landlord's claim for unpaid rent succeeds in the amount of \$5854.52. For clarity, this decision does not negate the tenant's responsibility for the remaining \$95.48 for the month of May 2026 should they remain in the premises.

### **Issue 2: Vacant Possession**

- 15. 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#4.
- 16. L#4 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.
- 17. L#4 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 their door in accordance with s. 35(2)(c) of the *Act*. It therefore complies with s. 19(4).
- 18. L#4 was issued on 2-April-2026. At this point, rent had been overdue for more than 5 days. It gives a termination date of 12-April-2026. S. 19(1)(b) states that the landlord may give the tenant notice of termination "on a specified date not less than 10 days after

the notice is served on the tenants." In this context, is 2-April-2026 less than 10 days before 12-April-2026?

19. S. 22(k) of the *Interpretation Act*, RSNL Chapter I-19 reads as follows:

“where a number of days not expressed to be "clear days" is prescribed the days shall be counted exclusively of the 1st day and inclusively of the last and where the days are expressed to be "clear days" or where the term "at least" is used both the 1st day and the last shall be excluded;”

20. The phrase “not less than” has the same meaning as “at least;” They indicate a bare minimum which may be exceeded. Mathematically, both refer to a number equal to or greater than a given value, with the notation  $A \geq B$  conveying that A is equal to or greater than B, i.e., A is not less than B or A is at least B.

21. Therefore, when calculating dates in terms of the *Act*, where it states that a date must be “not less than” a certain number of days, the first day and the last must be excluded. In other words, there must be ten days between the two dates. There are 9 days between 2-April-2026 and 12-April-2026, counted exclusively.

22. L#4 was not served within the timeline required by s. 19(1) of the *Act* and is therefore invalid.

### Summary of Decision

23. The termination notice dated 2-April-2026 is invalid.

24. The tenants shall pay to the landlord \$5854.52 in unpaid rent.

29-May-2026

Date



Seren Cahill  
Residential Tenancies Office