

Residential Tenancies Tribunal

Application 2026-0388-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:59 p.m. on 16 June 2026.
2. The applicant, [REDACTED] hereinafter referred to as “the landlord” attended by teleconference. [REDACTED], agent for the landlord was also present.
3. The respondents, [REDACTED] and [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 an affidavit with his application stating that he had served the tenants with the notice of hearing electronically by emails on 6 April 2026 (LL#1). I questioned the date on the affidavit as the documents were not sent to the applicant until 15 May 2026. The applicant acknowledged that the date on the affidavit was a clerical error, and he testified that he sent the documents to the tenants on 22 May 2026. The landlord submitted proof of service (LL#2). In accordance with the *Residential Tenancies Act, 2018* this is good service. 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 12-month fixed term rental agreement which commenced on 1 July 2025 to end on 30 June 2026. Rent is \$1450.00 per month, due on the 1st day of each month. A security deposit of \$1087.00 was paid on 30 June 2025 and is in the landlord's possession.

7. The application was amended to increase rent paid from \$2900.00 as per the application to \$5800.00 and to include hearing expenses. The disposition of the security deposit shall be dealt with in this hearing.

Issues before the Tribunal

8. The landlord is seeking:
- An order for vacant possession of the rented premises.
 - Rent paid \$5800.00
 - Hearing expenses \$45.00
 - Security deposit to be applied against monies owed \$1098.00

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*.
10. Relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 19: Notice where failure to pay rent. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Policy*: Section 12-1: Recovery of costs.

Issue # 1: Vacant Possession of the Rented Premises

Relevant Submission

11. The landlord submitted a copy of a termination notice given to the tenants under Section 19: Notice where failure to pay rent. The notice was dated for the 12 March 2026 to vacate on 24 March 2026 (LL#3).

Landlord's Position

12. The landlord testified that rent was outstanding when the termination notice was given, and he stated that rent was still outstanding on the termination date of 24 March. The landlord is seeking vacant possession under Section 19 of the *Act*.

Analysis

13. 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

- 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.

14. The tenant was in rent arrears in excess of the 5 days when the termination notice was served. On the date of termination, 24 March 2026 rent was still in arrears. I asked the landlord how he served the termination notice and he responded that it was sent electronically by emails and posted to the tenant's door on 13 March 2026. In accordance with Section 19 of the Act as stated above, the termination notice meets the requirements of the Act and is a valid notice.

15. I find that the tenants should have vacated the premises on 24 March 2026.

Decision

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

Issue # 2: Rent Paid \$5800.00

Relevant Submission

17. The landlord testified that rent is outstanding in the amount of \$5800.00, and he submitted a rental ledger to support the claim (LL#4). See breakdown of partial rental ledger below:

Rental Ledger 2026-0388-NL			
Date	Action	Amount	Total
March 1, 2026	Rent due	\$1,450.00	\$1,450.00
April 1, 2026	Rent due	\$1,450.00	\$2,900.00
May 1, 2026	Rent due	\$1,450.00	\$4,350.00
June 1, 2026	Rent due	\$1,450.00	\$5,800.00

Landlord's Position

18. The landlord testified that rent has been outstanding since December 2025, and he added that an *Order* has been issued for payment up to the end of February 2026 (LL#5), thus he is seeking rent to be paid for the months of March – June only in the amount of \$5800.00.

Analysis

19. 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 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 2026-0388-NL			
Date	Action	Amount	Total
March 1, 2026	Rent due	\$1,450.00	\$1,450.00
April 1, 2026	Rent due	\$1,450.00	\$2,900.00
May 1, 2026	Rent due	\$1,450.00	\$4,350.00
June 1-16, 2026	Rent due (16 days)	\$762.72	\$5,112.72

Daily rate: $\$1450 \times 12 \text{ mths} = \17400
 $\$17400 / 365 \text{ days} = \47.67 per day

20. I find that rent is outstanding for the period of 1 March to 16 June in the amount of \$5112.72.
21. The tenants shall pay a daily rate of rent in the amount of \$47.67 effective 17 June 2026, until such time as the landlord regain possession of the property.

Decision

22. The landlord's claim for rent paid succeeds in the amount of \$5112.72.

Issue # 3: Hearing Expenses \$45.00

Analysis

23. The landlord paid an application fee of \$20.00 to *Residential Tenancies*, and he also incurred *Commission of Oath* fees in the amount of \$25.00. The landlord submitted a copy of the receipts to support the claim (LL#6). In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, filing fees and other administrative fees can be claimable costs. As the landlord's claim for losses succeeds, I find that the tenants are responsible for the hearing expenses.

Decision

24. The landlord's claim for hearing expenses succeeds in the amount of \$45.00.

Issue # 4: Security deposit applied against monies owed \$1087.00

Analysis

25. 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).*

26. The landlord's claim for losses has been successful as per paragraphs 22 and 24 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 2025 was 1% and is currently 0% for 2026.

Decision

27. The security deposit shall be applied against monies owed.

Summary of Decision

28. The tenants shall pay the landlord \$4065.21 as follows:

Rent paid	\$5112.72
Hearing expenses	45.00
Less: security deposit & interest.....	1092.51
Total	\$4065.21

29. The tenants shall pay a daily rate of rent beginning 17 June 2026 of \$47.67, until such time as the landlord regains possession of the property.

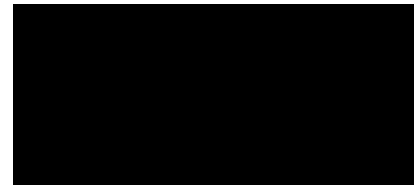
30. The tenants shall vacate the property immediately.

31. 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.

32. The landlord will be awarded an Order of Possession.

June 18, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office