

Residential Tenancies Tribunal

Application 2026-0389-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:00 a.m. on 3-June-2026.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference. [REDACTED], support person for the landlord was also present.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” did not attend.

Preliminary Matters

4. The tenant was not present or represented at the hearing and I was able to reach her by telephone at the start of the hearing, at which time she stated that she was unaware of the hearing and declined participation as she was at work. 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 respondent fails to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondent's absence so long as she has been properly served.
5. The landlord submitted an affidavit with his application stating that he had served the tenant with the notice of hearing via pre-paid registered mail addressed to the residential premises ([REDACTED]) on 29 April 2026. *Canada Post Tracking* shows that a notice card was left indicating where and when to pick up the item (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 tenant was properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in her absence.
6. There is a verbal month-to-month rental agreement which commenced on 1 May 2023. Rent is \$1000.00 per month, due on the first day of each month. A security deposit was never paid.

Issues before the Tribunal

7. The landlord is seeking:
 - An order for vacant possession of the rented premises.

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 1 April 2026 to vacate on 30 April 2026 (LL#2).

Landlord's Position

10. The landlord testified that rent was outstanding in the amount of \$20,960.00 when he gave the termination notice to the tenant on 1 April and he stated that rent was still in arrears on the date of termination on 30 April. The landlord stated that he is 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

- 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.*

12. The tenant was in rent arrears in excess of the 5 days when the termination notice was served. On the date of termination, 30 April rent was still in arrears. I asked the landlord how the termination notice was served and he responded that it was served via prepaid registered mail on 2 April 2026 ([REDACTED]). The landlord submitted a copy of the delivery status from *Canada Post* to show that a notice card was left indicating where and when to pick up the item (LL#3). In accordance with Section 35 of the *Residential Tenancies Act, 2018*, this is a good method of service and in accordance the Section 19 of the *Act* as stated above, the termination notice meets the requirements of the *Act* and is a valid notice.

13. I find that the tenant should have vacated the premises on 30 April 2026.

Decision

14. The termination notice with cause dated 1 April 2026 is a valid notice.

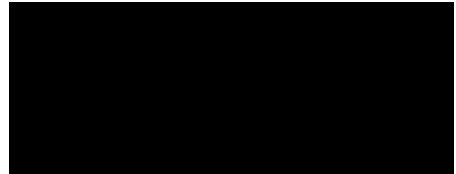
15. The tenant shall vacate the property immediately.

16. The tenant 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.

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

June 10, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office