

Residential Tenancies Tribunal

Application 2026-0411-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 11:14 a.m. on 28 May 2026.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED], aka [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 unable to reach her 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 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 the tenant served with the notice of hearing personally at the residential premises on 9 May 2026 (LL#1). In accordance with the *Residential Tenancies Act, 2018* this is good service. 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 written month-to-month rental agreement which commenced on 10 August 2025. Rent is \$1300.00 per month, due on the 1st day of each month. A security deposit of \$1000.00 was paid on 1 August 2025 and was refunded to the tenant on 26 January 2026 to be used as financial assistance to secure a new rental unit.

Issues before the Tribunal

7. The landlord is seeking:
 - Vacant possession of the rented premises

- Rent paid \$6950.00
- Hearing expenses \$20.00

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. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Policy Manual*: Section 12-1: Recovery of costs.

Issue # 1: Vacant Possession of 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 6-April-2026 to vacate on 17-April-2026 (LL#2).

Landlord's Position

10. The landlord testified that rent was outstanding when he issued the termination notice on 6 April and was still outstanding on the termination date of 17 April, and he 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, 17-April rent was still in arrears. I asked the landlord how the termination notice was served and he responded that it was served personally at the residential premises on 6-April. 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 tenant should have vacated the premises on 17 April 2026.

Decision

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

Issue # 2: Rent Paid \$6950.00

Relevant Submission

15. The landlord testified that rent is outstanding dating back to November 2025 in the amount of \$6950.00, and he submitted a copy of a rental ledger to support the claim (LL#3). See breakdown of rental ledger below:

Rental Ledger 2026-0411-NL			
Date	Action	Amount	Total
November 30, 2025	Balance		\$450.00
December 1, 2025	Rent due	\$1,300.00	\$1,750.00
January 1, 2026	Rent due	\$1,300.00	\$3,050.00
February 1, 2026	Rent due	\$1,300.00	\$4,350.00
March 1, 2026	Rent due	\$1,300.00	\$5,650.00
April 1, 2026	Rent due	\$1,300.00	\$6,950.00

Landlord’s Position

16. The landlord testified that rent is outstanding dating back to November 2025 and he stated that he is seeking rent to be paid in full in the amount of \$6950.00 up to the end of April 2026.

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. I asked the landlord if he wanted to amend the application to seeking outstanding rent for the month of May and he responded that he did not.

18. I find that rent is outstanding for the period of 1 November 2025 to 30 April 2026 in the amount \$6950.00.

Decision

19. The landlord's claim for rent paid succeeds in the amount of \$6950.00.

Issue # 3: Hearing Expenses \$20.00

Analysis

20. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#4). In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, claimable costs may include the filing fee. As the landlord's claim for losses has been successful, I find that the tenant is responsible for the hearing expenses.

Decision

21. The landlord's claim for hearing expenses succeeds in the amount of \$20.00.

Summary of Decision

22. The tenant shall pay the landlord \$6970.00 as follows:

Rent paid	\$6950.00
Hearing expenses	20.00
 Total	 \$6970.00

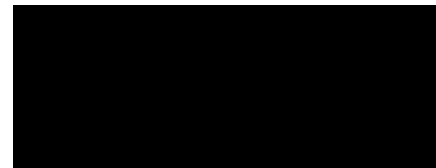
23. The tenant shall vacate the property immediately.

24. 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.

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

May 29, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office