

Residential Tenancies Tribunal

Application 2026-0413-NL

Angie Brenton
Adjudicator

Introduction

1. Hearing was held on 27 July 2026 at 9:00 am.
2. [REDACTED], represented by [REDACTED] hereinafter referred to as “the landlord” attended the hearing via teleconference.
3. [REDACTED] hereinafter referred to as “tenant 1” and [REDACTED] hereinafter referred to as “tenant 2”, respectively and collectively as “the tenants” attended via teleconference.
4. [REDACTED] hereinafter, referred to as the interpreter, attended the hearing via teleconference provided interpretation services as required.
5. Two employees from the [REDACTED] and [REDACTED], attended the hearing in a support and advocacy capacity for the tenants.

Preliminary Matters

6. The Affidavit of Service (LL#1) indicates that the landlord personally served two copies of the Notice of Hearing on 5-July-2026 by delivering them to the tenants at the rental premises. One copy was intended for the tenant 1 and the second copy for tenant 2. He said he handed them to their daughter, and the tenants were standing behind her. I am satisfied that the Notice of Hearing was properly served. Tenant 1 provided the evidence and responded to questions through the interpreter on behalf of both tenants.
7. The landlord submitted the rental agreement and stated that the rental agreement was signed with the tenants on 24 December 2024 and commenced on 1 January 2025. It was a fixed one-year lease ending 31 December 2025, after which it continued as month-to-month tenancy. The rental amount was \$1500.00 per month, with the rent being due on the 1st day of every month. A Security Deposit was paid on the 24-Dec-2024 in the amount of \$1125.00.
8. The landlord requested to amend the amount of rent owing to include May 2026 to July 2026.

Issues Before the Tribunal

9. The landlords are seeking:
- Order for vacant possession of the rented premises
 - Rent Paid
 - Security Deposit applied against payment owed
 - Hearing Expenses

Legislation and Policy

10. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018 (the Act)*.
11. Also considered and referred to in this decision are sections 14, 19 and 34 of the *Act*, as well as Residential Tenancies Program Policy 12-001.

Issue # 1: Order of Vacant Possession

Relevant Submission

12. The landlord seeks an Order of Vacant Possession of the rental premises pursuant to section 19 of the *Residential Tenancies Act, 2018*. The landlord submitted into evidence a Notice of Termination for failure to pay rent dated 22 April 2026, requiring the tenants to vacate the rental premises on 3 May 2026 (LL#2). Through the interpreter, the tenants acknowledged receiving an envelope in their mailbox, which they provided directly to their case worker at the ANC.

Landlord's Position

13. The landlord stated that notice of termination for unpaid rent was served on 22-April-2026 with a termination date of 3 May 2026. He stated that the rent had not been paid since 1 December 2025 and remained outstanding.
14. Tenant 1 testified that they received an envelope in their mailbox without reviewing its contents. Instead, she provided it to their case worker at the ANC, who assisted them in understanding and responding to matters as they arose. Tenant 1 stated that they could not pay the rent once the subsidies helping them with the cost ceased. Tenant 1 testified that they could not afford to pay the rent due to having to spend money on medication and necessities.

Analysis

15. 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.*

16. The tenants were in rent arrears in excess of the 5 days when the termination notice was served. On the date of termination, 3 May 2026, rent was still in arrears. The landlord stated that he served this notice 22 April 2026. The tenants said that they received an envelope in their mailbox and that they gave it directly to their ANC case worker. On the balance of probabilities, I accept that the termination was served in accordance with section 35 of the Act and in accordance with Section 19 of the Act, the termination meets the requirements of the Act and is valid notice.
17. I accept that the tenants routinely provided any correspondence they received to their case worker at the ANC without reviewing it themselves. I find that the tenant's evidence was limited, even with interpretation services and that throughout the hearing tenant 1 repeatedly stated that she gave all documents and relied on their ANC caseworker for understanding and direction when asked direct questions about the rental agreement, rental terms and termination notice.
18. I accept the tenant's testimony that they were unable to afford their rent once funding assistance ceased and that they are financial difficulty. I also accept that they relied extensively on their caseworker at the ANC to assist them with understanding correspondence and addressing matters as they arose. However, while I acknowledge their circumstances, neither the tenants' financial circumstances nor their reliance on support services alters their obligations under the rental agreement or the Act. I find that the tenant should have vacated the premises on 3 May 2026.

Decision

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

Issues #2: Rent Paid

20. The landlord testified that rent is outstanding in the amount of \$7500.00, for the rental period of December 2025 through to April 2026 and submitted a rental ledger to support the claim (LL#4). The landlord testified that rent has been continued to be outstanding and amended the rental arrears to include rent owing for the month of May 2026 through to July 2026. The landlord is seeking rental arrears paid in full.
21. The tenants remained responsible for paying the rent when it became due. The evidence established the rent remained unpaid and that the tenants did not vacate the premises on the termination date.

Analysis

22. 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 arrears for the months of December 2025 through June 2026 are in the amount of \$10,500.00. The rental arrears are amended to show a daily rate for July as this Tribunal does not consider future rent. July 1 - 27th, 2026 rent, at a rate of ~\$49.31 per day is \$1331.51. The total amount owing for rental arrears is \$11,831.51

**Daily rate: $1500 \times 12 \text{ mths} = \$18,000$
 $\$18,000 / 365 \text{ days} \approx \49.31 per day**

23. I find that rent is outstanding up to and including 27 July 2026 in the amount of \$11,831.51.
24. The tenant shall pay a daily rate of rent in the amount of \$49.31 per day effective 28-July-2026, until such time as the landlord regains possession of the property.

Decision

25. The landlord's claim for rent paid succeeds in the amount of \$11,831.51.

Issue #3: Security Deposit

Relevant Submission

26. The landlord testified that the tenants paid \$1125.00 Security Deposit on 24 December 2024. The landlord requested the Security Deposit be applied toward the rental arrears.

Analysis

27. The landlord is owed monies and may therefore apply the security deposit against the sum owed.
28. S. 14(7) of the *Act* states that a landlord shall credit interest to the tenant on the full amount or value of the security deposit, at the rate prescribed by the regulations, during the time the security deposit is held by the landlord. The regulations set a simple interest rate of 1% annual for 2025 and 0% for 2026. This results in interest totaling \$11.50.

Decision

29. The landlords claim to have the security deposit applied against monies owed succeeds.

Issue # 3: Hearing Expenses \$20.00

Analysis

30. The landlord amended his claim to include hearing expenses. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual*, filing fees can be claimable costs. As the landlord's claim for losses succeeds, I find that the tenants are responsible for the hearing expenses.

Summary of Decision

31. The Tenants shall vacate the premises immediately.
32. The tenants shall pay a daily rate of \$49.31 effective 28 July 2026, until such time as the landlord regains possession of the property.
33. The tenant shall pay the landlord \$10,715.01 as follows:
- | | |
|-----------------------------------|--------------------|
| Rent paid | \$11, 831.51 |
| Hearing expenses..... | \$ 20.00 |
| Less Security Deposit..... | \$ 1,136.50 |
| Total | \$10,715.01 |
34. 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.
35. The landlord will be awarded an Order of Possession.

Aug 19, 2026.
Date



Angie Brenton, Adjudicator
Residential Tenancies Office