

Residential Tenancies Tribunal

Application 2026-0416-NL

Angie Brenton
Adjudicator

Introduction

1. Hearing was held on 17 Aug 2026 at 1:45 pm.
2. The applicant, [REDACTED] hereinafter referred to as the landlord, was represented at the hearing by [REDACTED], who attended the hearing via teleconference.
3. The respondents, [REDACTED] hereinafter referred to as the tenant did not attend.

Preliminary

4. I attempted to contact the tenant at the start of the hearing but was unsuccessful. 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 served the Notice of Hearing (LL#1) on 23 June 2026, by prepaid registered mail. Proof of service (LL#2) was also provided. Pursuant to the *Residential Tenancies Act, 2018* service by registered mail is deemed served five days after mailing. This is considered good service.
6. There is a month-to-month rental agreement that commenced on 1 December 2025, with the rent set at \$511.00/month due on the 1st of each month. The tenant did not pay a security deposit.

Issues before the Tribunal

7. The landlord is seeking:
 - An order of vacant possession

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 (the Act)*.
9. Also considered and referred to this decision are section 19 (1-4) of the *Act*.

Issue # 1: Vacant Possession

Relevant Submission

10. The landlord submitted into evidence a notice of termination (LL#3), dated 26 January 2026, with an effective termination date of 28 February 2026, issued pursuant to section 19 of the *Act*. The landlord testified that the notice was served electronically to the email address provided by the tenant for communication and was also personally delivered to the rental premises.

Landlords Position

11. Following service of the notice of termination, the landlord testified that several attempts were made to resolve the matter with the tenant, including offering the tenant an opportunity to enter into a payment arrangement to repay the outstanding rental arrears, and maintain the tenancy (LL#4). The landlord testified that, as of the date of the hearing, the tenant had not brought the rental arrears up to date.

Analysis

12. To be awarded an order of vacant possession, the termination notice must be deemed valid under the *Act*. Section 19 of the *Act* states that:

19. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b),

...

(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.

...

(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.

13. I accept the landlord's evidence that rental arrears accumulated throughout the tenancy and remained outstanding at the time the notice of termination was served. The landlord testified that the notice was emailed and personally delivered to the tenant. In addition to requirement under section 34, the notice was signed by the landlord, stated the effective date of termination, and was served in accordance with section 35 of the Act. The notice is therefore valid. While a significant period has elapsed since service of the notice of termination, the evidence indicates that this was due to the landlord's efforts to work with the tenant and provide an opportunity to repay the rental arrears and preserve the tenancy. However, the evidence establishes that the arrears remain outstanding as of the date of the hearing. Accordingly, the Tribunal finds that the circumstances giving rise to the notice of termination have not been remedied.

14. The Tribunal finds that the tenant should have vacated the rental premises on 23 February 2026.

Decision

15. The landlords claim for an order of vacant possession is successful.

Summary of Decision

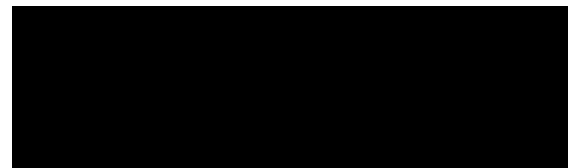
16. The landlord's application for an order for vacant possession succeeds.

17. The tenants shall vacate the premises immediately.

18. The tenant shall pay to the landlord any costs charged to the landlord, by the Office of the High Sherriff, should the landlord be required to have the Sheriff enforce the attached Order of Possession.

September 18, 2026

Date



Angie Brenton, Adjudicator
Residential Tenancies Office