

Residential Tenancies Tribunal

Application 2026-0455-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 7-July-2026 at 2:00 pm.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, was assisted in his presentation of the attendance by [REDACTED]. Both attended by teleconference.
3. The respondent, [REDACTED] hereinafter referred to as the tenant, did not attend.

Preliminary Issues

4. The tenant was 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 claim and notice of the 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 they have been properly served. The landlord submitted an affidavit (L#1) with their application stating that they had served the tenant with notice of the hearing electronically on 23-June-2026 at 11:38 am. Proof of service was also provided. 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 their absence.
5. This was a month-to-month lease agreement with rent set at \$650.00/month due on the 1st of each month.

Issues before the Tribunal

6. Should the landlord's claim for unpaid rent and late fees succeed?
7. Should the landlord's claim for an order of vacant possession succeed?

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 in this decision are sections 19(1), 19(4), and 34 of the *Act*, as follows:

Notice where failure to pay rent

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

(a) where the residential premises is rented from week to week and the amount of rent payable by a tenant is overdue for 3 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 3 days after the notice is served on the tenant; and

(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.

...

(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.

Requirements for notices

34. A notice under this Act shall

(a) be in writing in the form prescribed by the minister;

(b) contain the name and address of the recipient;

(c) identify the residential premises for which the notice is given; and

(d) state the section of this Act under which the notice is given.

Issue 1: Unpaid Rent and Late Fees

10. The landlord claims \$3200.00 in unpaid rent, representing the full monthly rent for the period from March 2026 to the present month. I accept the landlord's uncontradicted testimony. However, this tribunal does not deal in future rent and therefore only awards rent up until the hearing date. A daily rate must be calculated.
11. The correct formula for determining a daily rate is to multiply the monthly rate by the 12 months and divide by the 365 days in the year. In this case the daily rate is $\$650.00 \times (12 \text{ months} / 365 \text{ days}) = \$21.37/\text{day}$. The total rent owing for July is therefore \$149.59, and the total rent owing as of the date of the hearing is \$2699.59.
12. S. 15(1) of the *Act* states that where a tenant does not pay rent for a rental period within the time stated in the rental agreement, the landlord may charge the tenant a late payment fee in an amount set by the minister. The minister has set the rate for late fees at \$5.00 for the first day and \$2.00 for each day thereafter to a maximum of \$75.00. As rent has been overdue for more than 35 days, the maximum late payment fee of \$75.00 applies.

Decision

13. The landlord's claim for unpaid rent succeeds in the amount of \$2699.59. The landlord's claim for late fees succeeds in the amount of \$75.00.

Issue 2: Vacant Possession

14. To receive an order for vacant possession, a landlord must provide a valid termination notice. To be valid, a termination notice must comply with all relevant provisions of the *Act*. The landlord provided a termination notice labeled L#2.
15. L#2 is in writing in the form prescribed by the minister. It contains the name and address of the recipient. It identifies the residential premises for which it was given. It states it was given under s. 19 of the *Act*. It therefore complies with s. 34.
16. L#2 was signed by the landlord. It states the date on which the rental agreement is to terminate. It was served on the tenant by electronically in accordance with s. 35(2)(f) of the *Act*. It complies with s. 19(4).
17. L#2 was issued on 8-May-2026, at which point rent was overdue by more than 5 days. It gives a termination date of 20-May-2026, which is not less than 10 days later. It complies with s. 19(1).

Decision

18. L#2 complies with all relevant provisions of the *Act* and is therefore valid. The landlord's application for an order of vacant possession succeeds

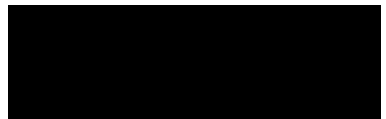
Summary of Decision

19. The tenant shall vacate the premises immediately.

20. 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.
21. The tenants shall continue to pay rent at the daily rate of \$21.37/day for each day they remain in the premises after 7-July-2026.
22. The tenants shall pay to the landlord \$2774.59 as follows:

Unpaid Rent.....	\$2699.59
Late Fees.....	\$75.00
Total.....	\$2774.59

9-July-2026
Date



Seren Cahill
Residential Tenancies Office