

Residential Tenancies Tribunal

Application 2026-0460-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 30-June-2026 at 1:46 pm.
2. The applicants of the initial claim, [REDACTED], hereinafter referred to as the landlord, were represented at the hearing by the former, who attended by teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as the tenants, also attended by teleconference.

Preliminary Issues

4. The tenants acknowledged that they were properly served.
5. This was a verbal month-to-month lease agreement with rent set at \$1400.00/month due on the 1st of each month and a security deposit of \$700.00 which was paid on 1-December-2025.

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 seeks unpaid rent in an amount totaling \$3000.00 as of the date of the hearing. The tenants do not dispute the amount of rent payments made or the total owing, save that they say they had an agreement for work in exchange for a discount of rent.

11. The tenants testified that they spent 20 person-hours repairing holes in the interior walls, replacing boards in the deck, and repairing the steps. The landlord testified that the tenants never told her about the boards, and that there were no holes.

12. The tenants testified that they had done work in lieu of rent, and the landlord testified to the contrary. This is what has been called a “he said, she said.” Neither party’s story was contradicted internally or by any external evidence, aside from the other party’s account. I have no reason to believe one over the other. The standard of proof in civil matters is the balance of probabilities, and the onus is on the claimant. Therefore, for me to find that there was such a fulfilled agreement, as the tenants suggest, I would need to find that it was more likely than not. In this case I do not.
13. The landlord also seeks \$75.00 in late fees. 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 payment 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 owing for more than 35 days, the maximum late payment fee of \$75.00 applies.

Decision

14. The landlord’s claim for unpaid rent succeeds in the amount of \$3000.00. The landlord’s claim for late fees succeeds in the amount of \$75.00.

Issue 2: Vacant Possession

15. To receive an order for vacant possession, a landlord must provide a valid termination notice. In this case the landlord provided L#1, a termination notice dated 10-April-2026.
16. L#1 is written in the form prescribed by the minister. It contains the name and address of the recipients. It identifies the residential premises it regards. It states it was given under s. 19 of the *Act*. It therefore complies with s. 34.
17. L#1 was signed by the landlord. It gives the termination date on which the tenancy is to end. It was served on the tenants by posting it on their door in accordance with s. 35(2)(c) of the *Act*. It therefore complies with s. 19(4) of the *Act*.
18. L#1 was issued on 10-April-2026, at which point rent was overdue by more than 5 days. It gives a termination date of 21-April-2026, which is not less than 10 days later. L#1 complies with s. 19(1) of the *Act*.

Decision

19. L#1 complies with all relevant provisions of the *Act* and is therefore valid. The landlord’s application for an order of vacant possessions succeeds.

Summary of Decision

20. The landlord was successful in their claim and may therefore seek to be reimbursed for their reasonable hearing expenses. They seek the \$20.00 application fee and \$36.24 for the cost of registered mail, for which receipts were provided. These are granted.
21. The tenants shall vacate the premises immediately.

22. The tenants 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.
23. The tenants shall continue to pay rent at the daily rate of \$46.03/day for each day they remain in the premises after 30-June-2026.
24. The tenants shall pay to the landlord \$3131.24 as follows:

Unpaid Rent.....	\$3000.00
Late Fees.....	\$75.00
Hearing Expenses.....	\$56.24
Total.....	\$3131.24

8-July-2026
Date



Seren Cahill
Residential Tenancies Office