

Residential Tenancies Tribunal

Application 2026-0461-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 2:00 pm on 7 July 2026.
2. The applicant, [REDACTED], represented by [REDACTED] hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [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 their application stating that they had served the tenant via pre-paid registered mail on 5 June 2026 (LL#1). Canada Post tracking indicates that the mail was actually sent on 3 June 2026 and was returned to the sender on 23 June 2026. In accordance with the *Residential Tenancies Act, 2018* registered mail is considered served on the 5th day after it is sent. 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 1 September 2020. Rent is \$263.00 per month, due on the 1st day of each month. A security deposit was never paid.
7. The application was amended to increase rent paid from \$1351.49 as per the application to \$2066.49 and to include hearing expenses.

Issues before the Tribunal

8. The landlord is seeking:
- An Order for vacant possession of the rented premises.
Rent paid \$2066.49
 - Hearing expenses \$20.00

Legislation and Policy

9. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
10. 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*: Section 12-1: Recovery of costs.

Issue # 1: Vacant Possession of the Rented Premises

Relevant Submission

11. The landlord submitted a copy of a termination notice under Section 19: Notice where failure to pay rent. The notice was dated 16 February 2026 to vacate on 1 April 2026 (LL#2).

Landlord's Position

12. The landlord's representative testified that rent was outstanding when the termination notice was given on 16 February and was still outstanding on the termination date of 1 April, and he stated that they are seeking vacant possession under Section 19 of the *Act*.

Analysis

13. 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.

14. The tenant was in rent arrears in excess of the 5 days when the termination notice was served. On the date of termination, 1 April rent was still in arrears. I asked the landlord's representative how they served the termination notice, and he responded that the notice was sent via pre-paid registered mail on 16 February 2026. In accordance with Section 35 of the *Act*, this is good service, and in accordance with Section 19 of the *Act* as stated above, the termination notice meets the requirements of the *Act* and is a valid notice.

15. I find that the tenant should have vacated the premises on 1 April 2026.

Decision

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

Issue # 2: Rent Paid \$2066.49

Relevant Submission

17. The landlord's representative testified that rent is outstanding in the amount of \$2066.49, and they submitted a rental ledger to support the claim (LL#3). See breakdown of partial rental ledger below:

Rental Ledger 2026-0461-NL			
Date	Action	Amount	Total
January 31, 2026	Balance		\$1,288.49
February 1, 2026	Rent due	\$263.00	\$1,551.49
February 9, 2026	Payment	-\$200.00	\$1,351.49
February 24, 2026	Payment	-\$200.00	\$1,151.49
March 1, 2026	Rent due	\$263.00	\$1,414.49
April 1, 2026	Rent due	\$263.00	\$1,677.49
May 1, 2026	Rent due	\$263.00	\$1,940.49
June 1, 2026	Rent due	\$263.00	\$2,203.49
June 15, 2026	Payment	-\$400.00	\$1,803.49
July 1, 2026	Rent due	\$263.00	\$2,066.49

Landlord's Position

18. The landlord's representative testified that rent has been continuously outstanding dating back to June 2025 with a current balance of \$2066.49 up to the end of July 2026, and he stated that they are seeking rent to be paid in full.

Analysis

19. 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 ledger is amended to show a daily rate for July as this tribunal does not consider future rent (see below).

Amended Rental Ledger 2026-0461-NL			
Date	Action	Amount	Total
January 31, 2026	Balance		\$1,288.49
February 1, 2026	Rent due	\$263.00	\$1,551.49
February 9, 2026	Payment	-\$200.00	\$1,351.49
February 24, 2026	Payment	-\$200.00	\$1,151.49
March 1, 2026	Rent due	\$263.00	\$1,414.49
April 1, 2026	Rent due	\$263.00	\$1,677.49
May 1, 2026	Rent due	\$263.00	\$1,940.49
June 1, 2026	Rent due	\$263.00	\$2,203.49
June 15, 2026	Payment	-\$400.00	\$1,803.49
July 1-7, 2026	Rent due (7 days)	\$60.55	\$1,864.04

Daily rate: \$263 x 12 mths = \$3156.00
\$3156.00 / 365 days = \$8.65 per day

20. I find that rent is outstanding up to and including 7 July 2026 in the amount of \$1864.04.
21. The tenant shall pay a daily rate of rent in the amount of \$8.65, beginning 8 July 2026, until such time as the landlord regains possession of the property.

Decision

22. The landlord's claim for rent to be paid succeeds in the amount of \$1864.04.

Issue # 3: Hearing Expenses \$20.00

Analysis

23. 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*, filing fees can be claimable costs. As the landlord's claim for losses succeeds, I find that the tenant is responsible for the hearing expenses.

Decision

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

Summary of Decision

25. The tenant shall pay the landlord \$1884.04 as follows:

Rent paid	\$1864.04
Hearing expenses	20.00

Total	\$1884.04
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26. The tenant shall pay a daily rate of rent beginning 8 July 2026 of \$8.65, until such time as the landlord regains possession of the property.

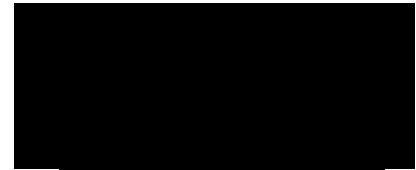
27. The tenant shall vacate the property immediately.

28. 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.

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

July 16, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office