

Residential Tenancies Tribunal

Application 2026-0488-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:16 a.m. on 19 June 2026.
2. The applicant, [REDACTED] hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.

Preliminary Matters

4. The landlord submitted 2 affidavits with his application stating that he had initially served the tenant in person at the residential premises on 26 May 2026 and then served the Notice Rescheduled Hearing also in person on 16 June 2026 (LL#1). The tenant confirmed receipt of the first document; however, he disputed that he was personally served the second document. I asked the tenant if he was present at the residence on 16 June and he responded that he was and that the landlord entered his premises and left the document on the chair. In accordance with the *Residential Tenancies Act, 2018* I accept this to be good service.
5. There was a fixed term rental agreement which commenced on 1 March 2015, which was transferred to a month-to-month tenancy in March 2026. Rent is \$1000.00 per month, due on the 1st day of each month. A security deposit was never paid.
6. The application was amended to increase rent paid from \$4100.00 as per the application to \$5100.00, to omit utilities paid and to include hearing expenses.

Issues before the Tribunal

7. The landlord is seeking:
 - An order for vacant possession of the rented premises.
 - Rent paid \$5100.00
 - Hearing expenses \$20.00

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*.
9. 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

10. The landlord submitted a copy of a termination notice given on a *Landlord's Notice to Terminate Early – Cause* form under Section 19: Notice where failure to pay rent. The notice was dated for the 13 May 2026 to vacate on 24 May 2026 (LL#2).

Landlord's and Tenant's Positions

11. The landlord testified that rent was outstanding when the termination notice was given on 13 May 2026, and he stated that rent was still outstanding on the termination date of 24 May 2026. The landlord is seeking vacant possession under Section 19 of the *Act*.
12. The tenant did not dispute that he received the termination notice on 13 May, nor did he dispute that rent was in arrears and is still in arrears.

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, 24 May 2026 rent was still in arrears. 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 24 May 2026.

Decision

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

Issue # 2: Rent Paid \$5100.00

Relevant Submission

17. The landlord testified that rent is outstanding in the amount of \$5100.00, and he submitted a rental ledger to support the claim (LL#3). See breakdown of partial rental ledger below:

Rental Ledger 2026-0488-NL			
Date	Action	Amount	Total
January 31, 2026	Balance		\$100.00
February 1, 2026	Rent due	\$1,000.00	\$1,100.00
March 1, 2026	Rent due	\$1,000.00	\$2,100.00
April 1, 2026	Rent due	\$1,000.00	\$3,100.00
May 1, 2026	Rent due	\$1,000.00	\$4,100.00
June 1, 2026	Rent due	\$1,000.00	\$5,100.00

Landlord's and Tenant's Positions

18. The landlord testified that rent is outstanding dating back to January 2025 with a current balance of \$5100.00 up to the end of June 2026, and he stated that he is seeking rent to be paid in full.

19. The tenant did not dispute that rent is outstanding in the amount of \$5100.00.

Analysis

20. 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 June as this tribunal does not consider future rent (see below).

Amended Rental Ledger 2026-0488-NL			
Date	Action	Amount	Total
January 31, 2026	Balance		\$100.00
February 1, 2026	Rent due	\$1,000.00	\$1,100.00
March 1, 2026	Rent due	\$1,000.00	\$2,100.00
April 1, 2026	Rent due	\$1,000.00	\$3,100.00
May 1, 2026	Rent due	\$1,000.00	\$4,100.00
June 1-19, 2026	Rent due (19 days)	\$624.72	\$4,724.72

Daily rate: \$1000 x 12 mths = \$12000
\$1200 / 365 days = \$32.88 per day

21. I find that rent is outstanding up to and including 19 June 2026 in the amount of \$4724.72.

22. The tenant shall pay a daily rate of rent in the amount of \$32.88 effective 20 June 2026, until such time as the landlord regains possession of the property.

Decision

23. The landlord's claim for rent paid succeeds in the amount of \$4724.72.

Issue # 3: Hearing Expenses \$20.00

Analysis

24. 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

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

Summary of Decision

26. The tenant shall pay the landlord \$4744.72 as follows:

Rent paid	\$4724.72
Hearing expenses	20.00
 Total	 \$4744.72

27. The tenant shall pay a daily rate of rent beginning 20 June 2026 of \$32.88, until such time as the landlord regains possession of the property.

28. The tenant shall vacate the property immediately.

29. 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.

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

June 25, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office