

Residential Tenancies Tribunal

Application 2026-0491-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 9-July-2026 at 9:17 am.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, was represented at the hearing by [REDACTED], who attended by teleconference.
3. The respondent, [REDACTED] hereinafter referred to as the tenant, also attended by teleconference.

Preliminary Issues

4. The respondent denied being properly served and asked for a postponement on that basis.
5. The applicant provided L#1, an affidavit stating they had served the tenant notice of this hearing on 1-June-2026 both electronically and by prepaid registered mail, tracking number [REDACTED]. Checking the tracking number shows the package was received and signed for by the respondent. Proof of service was also provided for both methods. The respondent claimed that this was for a previous hearing date and that the applicant did not attend, though no other hearing date was ever booked for this application number and the respondent is not named in any other applications according to our internal file management system. She stated she had emails confirming this she would provide if given the opportunity. I denied the postponement but allowed for late evidence to be sent up until the end of the workday on the date of the hearing.
6. Shortly before midnight, she sent 12 emails containing a significant number of attachments (T#1). None of these attachments show anything concerning a previous hearing date.
7. This was a month-to-month agreement, with rent set at \$1115.00/month due on the 1st of each month.

Issues before the Tribunal

8. Should the landlord's claim for unpaid rent succeed?
9. Should the landlord's claim for an order of vacant possession succeed?

Legislation and Policy

10. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018* (the *Act*).
11. 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

12. The landlord claims \$4662.00 in unpaid rent, as per the rental ledger provided as L#4. The tenant agrees she owes some rent but contests the total, arguing that the landlord has been overcharging her for some time and continued to charge her after she issued a termination notice and vacated the premises.
13. Paragraph 4 of the rental agreement provides that the landlord may increase rent where the number of occupants increase. Paragraph 5 of the rental agreement provides that when decreases in the total household income and/or changes in family composition occur, the rent may be temporarily abated from time to time.
14. The tenant's rent, as per L#4 and the testimony of the parties, was set at \$771.00 for the period immediately prior to September 2025. Beginning in that month the tenant's child and grandchildren moved in with her, triggering an increase in rent as per paragraph 4 of the lease, bringing the new total to \$1115.00. A rent abatement in accordance with paragraph 5 was provided on 27-February-2026 and 24-March-2026 totaling \$1544.00 in relation to the tenant's loss of employment, covering a period from January to April 2026.
15. The tenant maintains that the landlord never made allowance for her reduced income, as was promised to her. She appears to be misunderstanding the statement of account. Rather than reduce the amount owing per month, it applies several bulk credits as discussed above. These are the allowances for her reduced income. In addition, the language used in paragraph 5 is permissive, not compulsory. As long as the landlord makes the decision in good faith, I do not find them to be legally compelled to offer such an allowance.
16. The tenant's other argument is that the landlord failed to take into consideration her notice to terminate. T#1 shows an email from her dated 1-April-2026 where she informs the landlord that she is "writing to give my notice for myself to leave unit," and makes clear the occupants staying under her lease will not be vacating. This is not a termination of the lease agreement. Not only does it fail to meet the requirements of a termination notice under the Act (see, for instance, s. 34), but the tenant is intending to keep family in the unit. Vacating the unit means leaving the unit vacant of oneself and their occupants. It is true that the landlord could agree to transfer the lease to the other occupants, but they have no obligation to do so, and the surrounding documentation makes clear that they did not agree.
17. I do not find the tenant's arguments persuasive. The landlord's claim for unpaid rent in the amount of \$4662.00 remains unrefuted. However, this tribunal does not deal in future rent and does not award rent for days after the hearing date. A daily rate must be calculated. The correct formula for determining a daily rate is to multiply the monthly rent by the 12 months and divide by 365 days. The daily rate in this case is

\$1115.00/month*(12 months/365 days) =~\$36.66/day. Calculated to the date of the hearing, the rent owing is \$3876.92.

Decision

18. The landlord's claim for unpaid rent succeeds in the amount of \$3876.92.

Issue 2: Vacant Possession

19. 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#3.
20. L#3 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.
21. L#3 was signed by a representative of 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).
22. L#3 was issued on 14-May-2026, at which point rent was overdue by more than 5 days. It gives a termination date of 30-June-2026, which is not less than 10 days later. It complies with s. 19(1).

Decision

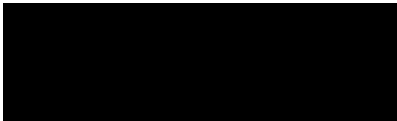
23. L#3 complies with all relevant provisions of the *Act* and is therefore valid. The landlord's application for an order of vacant possessions succeeds

Summary of Decision

24. The tenant shall vacate the premises immediately.
25. 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.
26. The tenants shall continue to pay rent at the daily rate of \$36.66/day for each day they remain in the premises after 9-July-2026.
27. The tenants shall pay to the landlord \$3876.92 in unpaid rent.

23-July-2026

Date


Seren Cahill
Residential Tenancies Office