

## Residential Tenancies Tribunal

Application 2026-0523-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 2:00 p.m. on 23 July 2026.
2. The applicant, [REDACTED] hereinafter referred to as “the landlord” attended by teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as “the tenants” did not attend.

### Preliminary Matters

4. The tenants were 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 the claim and notice of hearing 10 clear days prior to the hearing date and, where the respondents fail 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.
5. The landlord submitted 2 affidavits with his application stating that he had served the tenants personally at the residential premises on 10 June 2026 (LL#1). In accordance with the *Residential Tenancies Act, 2018* this is good service.
6. There was a fixed-term rental agreement which commenced on 1 March 2025, which is now a month-to-month tenancy. Rent is \$1100.00 per month, due on the 1<sup>st</sup> day of each month. A security deposit of \$418.75 was paid on 1 March 2025 and is in the landlord's possession.
7. The landlord amended the application to increase rent paid from \$3400.00 as per the application to \$6700.00. Also, the disposition of the security deposit shall be dealt with in this hearing.

### Issues before the Tribunal

8. The landlord is seeking:
- An order for vacant possession of the rented premises.
  - Rent paid \$6700.00
  - Security deposit applied against monies owed \$418.75

## 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 are the following sections of the *Residential Tenancies Act, 2018*: Section 14: Security deposit and Section 19: Notice where failure to pay rent.

## Issue # 1: Vacant Possession of the Rented Premises

### Relevant Submission

11. 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 10 April 2026 to vacate on 22 April 2026 (LL#2).

### Landlord's Position

12. The landlord testified that rent was outstanding when the termination notice was given on 10 April, and he stated that rent was still outstanding on the termination date of 22 April. The landlord is 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 tenants were in rent arrears in excess of the 5 days when the termination notice was served. On the date of termination, 22 April 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 tenants should have vacated the premises on 22 April 2026.

### Decision

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

### Issue # 2: Rent Paid \$6700.00

#### Relevant Submission

17. The landlord testified that rent is outstanding in the amount of \$6700.00, and he stated submitted a copy of a rental ledger to support the claim (LL#3). See breakdown of partial rental ledger below:

| Rental Ledger 2026-0523-NL |          |            |            |
|----------------------------|----------|------------|------------|
| Date                       | Action   | Amount     | Total      |
| February 28, 2026          | Balance  |            | \$2,200.00 |
| February 1, 2026           | Rent due | \$1,100.00 | \$3,300.00 |
| February 3, 2026           | Payment  | -\$700.00  | \$2,600.00 |
| February 24, 2026          | Payment  | -\$600.00  | \$2,000.00 |
| March 1, 2026              | Rent due | \$1,100.00 | \$3,100.00 |
| March 18, 2026             | Payment  | -\$800.00  | \$2,300.00 |
| April 1, 2026              | Rent due | \$1,100.00 | \$3,400.00 |
| May 1, 2026                | Rent due | \$1,100.00 | \$4,500.00 |
| June 1, 2026               | Rent due | \$1,100.00 | \$5,600.00 |
| July 1, 2026               | Rent due | \$1,100.00 | \$6,700.00 |

#### Landlord's Position

18. The landlord testified that rent is outstanding dating back to November 2025 with a current balance of \$6700.00 up to the end of July 2026, and he stated that he is 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.

| Amended Rental Ledger 2026-0523-NL |                    |            |            |
|------------------------------------|--------------------|------------|------------|
| Date                               | Action             | Amount     | Total      |
| February 28, 2026                  | Balance            |            | \$2,200.00 |
| February 1, 2026                   | Rent due           | \$1,100.00 | \$3,300.00 |
| February 3, 2026                   | Payment            | -\$700.00  | \$2,600.00 |
| February 24, 2026                  | Payment            | -\$600.00  | \$2,000.00 |
| March 1, 2026                      | Rent due           | \$1,100.00 | \$3,100.00 |
| March 18, 2026                     | Payment            | -\$800.00  | \$2,300.00 |
| April 1, 2026                      | Rent due           | \$1,100.00 | \$3,400.00 |
| May 1, 2026                        | Rent due           | \$1,100.00 | \$4,500.00 |
| June 1, 2026                       | Rent due           | \$1,100.00 | \$5,600.00 |
| July 1-23, 2026                    | Rent due (23 days) | \$831.68   | \$6,431.68 |

Daily rate: \$1100 x 12 mths = \$13200  
\$13200 / 365 days = \$36.16 per day

20. I find that rent is outstanding up to and including 23 July 2026 in the amount of \$6431.68.

21. The tenants shall pay a daily rate of rent in the amount of \$36.16 effective 24 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 \$6431.68.

### Issue # 3: Security deposit applied against monies owed \$418.75

### Analysis

23. Section 14 of the *Residential Tenancies Act, 2018* deals with security deposits, and the relevant subsections state:

#### Security deposit

14. (8) A security deposit is not an asset of the landlord but is held by the landlord in trust and may be used, retained or disbursed only as provided in this section.
- (9) Not later than 10 days after the tenant vacates the residential premises, the landlord shall return the security deposit to the tenant unless the landlord has a claim for all or part of the security deposit.
- (10) Where a landlord believes he or she has a claim for all or part of the security deposit,
  - (a) the landlord and tenant may enter into a written agreement on the disposition of the security deposit; or
  - (b) the landlord or the tenant may apply to the director under section 42 to determine the disposition of the security deposit.
- (11) Where a tenant makes an application under paragraph (10)(b), the landlord has 10 days from the date the landlord is served with a copy of the tenant's application to make an application to the director under paragraph (10)(b).
- (12) A landlord who does not make an application in accordance with subsection (11) shall return the security deposit to the tenant.

24. The landlord's claim for losses has been successful as per paragraph 22 above and as such the security deposit shall be applied against monies owed. Pursuant to the *Residential Tenancies Act, 2018* the landlord must pay interest on a security deposit to a tenant for the entire period that the landlord has had the security deposit. The interest is calculated as simple interest and is not compounded. The annual interest rate for 2025 was 1% and is currently 0% for 2026.

### Decision

25. The landlord's claim to have the security deposit applied against monies owed succeeds.

### Summary of Decision

26. The tenants shall pay the landlord \$6009.42 as follows:

|                                         |           |
|-----------------------------------------|-----------|
| Rent paid .....                         | \$6431.68 |
| Less: security deposit & interest ..... | 422.26    |
| Total .....                             | \$6009.42 |

27. The tenants shall pay a daily rate of rent beginning 24 July 2026 of \$36.16, until such time as the landlord regains possession of the property.

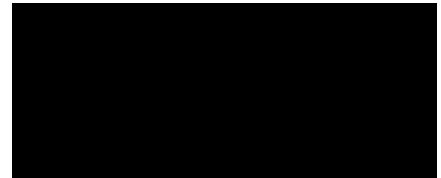
28. The tenants shall vacate the property immediately.

29. The tenants 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.

July 30, 2026

Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office