

## Residential Tenancies Tribunal

Application 2026-0527-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 15-June-2026 at 11:15 am.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as the landlords, were represented at the hearing by the former, who attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, did not attend.

### Preliminary Issues

4. The tenant was 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 claim and notice of the 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 they have been properly served. The landlords submitted an affidavit (L#1) with their application stating that they had served the tenant with notice of the hearing personally on 3-June-2026 at 2:00 pm. As the tenant was properly served, and as any further delay in these proceedings would unfairly disadvantage the landlords, I proceeded with the hearing in their absence.
5. This was a verbal month-to-month lease agreement, with rent set initially at \$800.00/month due on the 1<sup>st</sup> of each month and a security deposit of \$612.00 which was paid on or about 1-November-2024.

### 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?
8. Should the landlord's claim for compensation for inconvenience succeed?

## 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 (the *Act*).
10. 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**

11. The landlord claims \$11779.50 in unpaid rent as per the rental ledger provided as L#2. I accept the landlord's testimony regarding the rent she has received. However, the total rent she seeks is based on a monthly rent of \$850.00. She testified that the rent was set at \$800.00/month at the beginning of the tenancy on 17-December-2024 and was raised to \$850.00/month in November \$850.00. S. 16(2) of the *Act* states that a landlord shall not raise increase the amount of rent payable by a tenant during the 12-month period immediately following the commencement of the rental agreement. The \$850.00 rental increase was therefore ineffective, and rent remains at \$800.00/month.
12. Calculated with rent set at \$800.00/month, the amount of rent due as of May 2026 totals \$8980.99, a balance owing since March 2025. This tribunal does not award rent for days past the hearing date, so a daily rate must be calculated to determine rent owing for June. The correct formula for determining a daily rate is found by multiplying the monthly rent by the 12 months and dividing by the 365 days of the year. In this case, the daily rate is  $\$800.00/\text{month} \times (12 \text{ months}/365 \text{ days}) = \$26.30/\text{day}$ . Calculated to the date of the hearing, rent for June totals \$394.52. The total rent owing as of the date of the hearing is therefore \$9375.51.
13. The landlord also claims \$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 \$9375.51. 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#3, a termination notice dated 3-June-2026.
16. L#3 is written in the form prescribed by the minister. It contains the name and address of the recipient. It identifies the residential premises it regards. It states it was given under s. 19 of the *Act*. It complies with s. 34 of the *Act*.
17. L#3 was signed by the landlord. It gives the termination date on which the tenancy is to end. It was served on the tenant personally in accordance with s. 35(2)(a) of the *Act*. It therefore complies with s. 19(4) of the *Act*.
18. L#3 was issued on 3-June-2026, at which point rent was overdue by more than 5 days. It gives a termination date of 15-June-2026, which is not less than 10 days later. L#3 complies with s. 19(1) of the *Act*.

### Decision

19. 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.

### **Issue 3: Compensation for Inconvenience**

20. The landlord claims \$1000.00 in compensation for inconvenience. Under s. 47(1)(h) of the *Act* the director has the authority to order a landlord to pay to a tenant an amount as compensation for inconvenience as a result of a contravention of this *Act* or the rental agreement, but not vice versa. This portion of the landlord's claim fails. Even if it had been framed under another type of remedy, this tribunal does not award claims for pain and suffering, only demonstrated financial loss.

### Decision

21. The landlord's claim for compensation for inconvenience fails.

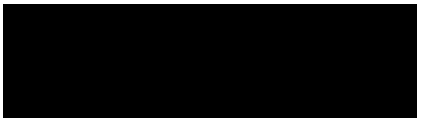
### **Summary of Decision**

22. The tenants shall vacate the premises immediately.
23. 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.
24. The tenant shall continue to pay rent at the daily rate of \$26.30/day for each day they remain in the premises after 15-June-2026.
25. The tenant shall pay to the landlord \$9450.51 as follows:

|                  |           |
|------------------|-----------|
| Unpaid Rent..... | \$9375.51 |
| Late Fees.....   | \$75.00   |
| Total.....       | \$9450.51 |

17-June-2026

Date



Seren Cahill  
Residential Tenancies Office