

Residential Tenancies Tribunal

Application 2026-0544-NL

Angie Brenton
Adjudicator

Introduction

1. Hearing was held on 15 July 2026 at 9:15 am.
2. [REDACTED], hereinafter referred to as “landlord 1” attended the hearing via teleconference. A second applicant was listed on the application for dispute resolution, [REDACTED] hereinafter referred to as “landlord 2”, did not attend the hearing. Landlord 1 confirmed that she had consent to speak on behalf of landlord 2. I accept that representation for the purpose of this hearing.
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 the tenant 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 Affidavit of Service (LL#1) states that landlord 2 personally served two copies of the Notice of Hearing on 4 July 2026 at 11:31 am by delivering them to [REDACTED] at the rental premises. One copy was intended for the tenant and the other for him as landlord 1 stated that he was listed on the rental agreement and was residing there; however, he did not sign the rental agreement. I find that he was an occupant rather than a tenant. Accordingly, I am satisfied that requirements of section 42 of the Act have been met and that adequate notice was provided.

6. Landlord 1 was unable to locate the rental agreement in time to submit it into evidence. She testified that there was a written rental agreement signed by the tenant on 24 August 25. It was a fixed term agreement, commencing on 25 August 2025 and ending on 24 August 2026. The monthly rent was \$1500 payable on the 25th of every month. There was a Security deposit of \$500 paid on the 25 August 2025. The landlord's testimony regarding the terms of the tenancy is consistent with the rental ledger (LL#3), including the dates and amount of the payment recorded. I accept the landlord's testimony regarding the rental agreement.

Issues before the Tribunal

7. The landlords are seeking:
 - An Order for vacant possession of the rented premises.

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 (the Act)*.
9. 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: Vacant Possession of the Rented Premises

Relevant Submission

10. Landlord 1 submitted a copy of a termination notice under Section 19: Notice where failure to pay rent. The notice was dated 1 July 2026 to vacate on 12 July 2026 (LL#2). Landlord 1 testified that she personally served this Notice of Termination to the tenant on 1 July 2026.

Landlord's Position

11. Landlord 1 testified that rent in the amount of \$500 was outstanding when the termination notice was given on 1 July 2026 and was still outstanding on the termination date of 12 July 2026, and she stated that they are seeking vacant possession under Section 19 of the Act.

Analysis

12. 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.*

13. The tenant was in rent arrears in excess of 5 days when the termination notice was served. On the date of termination, 12 July 2026, rent was still in arrears. I asked landlord 1 how she served the termination notice, and she responded that she personally served the tenant on 1 July 2026 at the rental premises. 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 valid notice.

14. I find that the tenant should have vacated the premises on 12 July 2026.

Decision

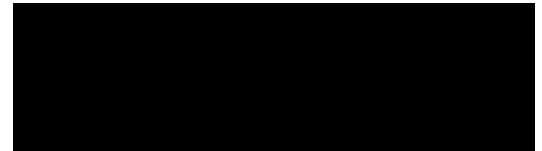
15. The landlord's claim for an order for vacant possession of the rented premises succeeds.

Summary of Decision

16. The tenant shall vacate the premises immediately.

17. The tenant shall pay to the landlords any costs charged to the landlords by the Office of the High Sheriff should the landlords be required to have the Sheriff enforce the attached Order of Possession

July 30, 2026
Date



Angie Brenton, Adjudicator
Residential Tenancies Office