

Residential Tenancies Tribunal

Application 2026-0545-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 9-July-2026 at 11:02 am.
2. The applicant, [REDACTED] hereinafter referred to as the landlord, attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, also attended by teleconference.

Preliminary Issues

4. The tenant acknowledged he was properly served.
5. This was a month-to-month agreement, with rent set at \$814.00/month due on the 1st of each month and a security deposit of \$300.00 which was paid on 1-August-2009.

Issues before the Tribunal

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

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: Unpaid Rent

10. The landlord claims \$2367.00 in unpaid rent, representing \$263.00 per month from October 2025 to July 2026 inclusive. This is the portion of the tenant's rent which was being paid by income support until that payment stopped.
11. The rental agreement is between the tenant and the landlord, and notwithstanding that income support was assisting the tenant and then ceased to do so, the tenant ultimately took on the legal responsibility for the payment of the full rent.
12. The tenant suggested the actual monthly rent was supposed to be set at \$575.00/month instead according to the rental agreement, but nothing was submitted in support of this.

13. I accept the landlord's testimony. However, this tribunal does not deal in future rent and does not award rent for days which have not yet come to pass. A daily rate must be calculated. The correct formula for determining a daily rate is to multiple the monthly rate by the 12 months and divide by the 365 days of the year. The daily rate is $\$814.00/\text{month} \times (12 \text{ months}/365 \text{ days}) = \sim \$26.76/\text{day}$. The rent owing for July totals \$240.85 as of the date of the hearing, and the amount paid is \$551.00. The total rent owing is therefore \$1793.85 as of the date of the hearing.

Decision

14. The landlord's claim for unpaid rent succeeds in the amount of \$1793.85.

Issue 2: Vacant Possession

15. 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 included as page 3 of L#3.
16. The notice 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.
17. The notice was signed by the landlord. It states the date on which the rental agreement is to terminate. It was served on the tenant by personally in accordance with s. 35(2)(a) of the *Act*. It complies with s. 19(4).
18. The notice was issued on 14-May-2026, at which point rent was overdue by more than 5 days. It gives a termination date of 26-May-2026, which is not less than 10 days later. It complies with s. 19(1).

Decision

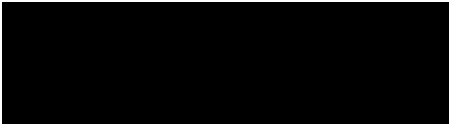
19. The notice complies with all relevant provisions of the *Act* and is therefore valid. The landlord's application for an order of vacant possessions succeeds

Summary of Decision

20. The tenant shall vacate the premises immediately.
21. 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.
22. The tenants shall continue to pay rent at the daily rate of \$26.76/day for each day they remain in the premises after 9-July-2026.
23. The tenants shall pay to the landlord \$1793.85 in unpaid rent

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-July-2026
Date



Seren Cahill
Residential Tenancies Office