

Residential Tenancies Tribunal

Application 2026-0548-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 14-July-2026 at 11:16 am.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, was represented at the hearing by [REDACTED] who attended by teleconference.
3. The respondents, [REDACTED] and [REDACTED] hereinafter referred to as the tenants, also attended by teleconference.

Preliminary Issues

4. The tenants acknowledged that they were properly served.
5. This was a fixed term rental agreement, with rent set at \$850.00/month due on the 1st of each month.

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 \$1795.48 in unpaid rent. This represents all rent that has accrued from the 27-May-2026 date of a former hearing of this tribunal (see Decision and Order 2026-0372-NL) to the current month. The tenant did not dispute owing this money.

11. I accept the landlord's uncontradicted testimony. However, this tribunal does not deal in future rent and does not award rent past the date of the hearing. A daily rate must be calculated. The correct formula for determining a daily rate is to multiply the monthly rate by the 12 months and divide by the 365 days of the year. In the present case, the daily rate is $\$850.00/\text{month} \times (12 \text{ months}/365 \text{ days}) \approx \27.95 . Multiplied to the date of the

hearing, the rent owing for the month of July is \$391.23. The total rent owing as of the hearing date is \$1380.98.

Decision

12. The landlord's claim for unpaid rent succeeds in the amount of \$1380.98.

Issue 2: Vacant Possession

13. 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.
14. 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.
15. 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 posting it to their door in accordance with s. 35(2)(c) of the *Act*. It complies with s. 19(4).
16. L#3 was issued on 29-May-2026, at which point rent was overdue by more than 5 days. It gives a termination date of 10-June-2026, which is not less than 10 days later. It complies with s. 19(1).
17. The tenants did not dispute the validity of the notice.

Decision

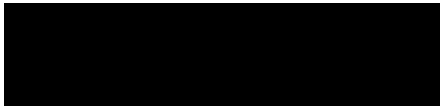
18. L#3 complies with all relevant provisions of the *Act* and is therefore valid. The landlord's application for an order of vacant possessions succeeds.

Summary of Decision

19. The tenant shall vacate the premises immediately.
20. 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.
21. The tenants shall continue to pay rent at the daily rate of \$27.95/day for each day they remain in the premises after 14-July-2026.
22. The tenants shall pay to the landlord \$1380.98 in unpaid rent.

21-July-2026

Date


Seren Cahill
Residential Tenancies Office