

Residential Tenancies Tribunal

Application 2026-0555-NL

Adjudicator Name
Seren Cahill

Introduction

1. Hearing was held on 29-June-2026 at 1:59 pm.
2. The applicant, [REDACTED] hereinafter referred to as the landlord, was represented at the hearing by [REDACTED], who attended the hearing via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, did not attend.

Preliminary Matters

4. The tenant was not present at the hearing. I successfully contacted the tenant by telephone; she indicated that she was in the emergency room and had attempted to call "this number" (my work phone) earlier in the morning to advise of the situation and request a postponement. The landlord indicated that the tenant suggested to him that she would be trying to delay the process. I also note that it would not have been possible for the tenant to contact me directly to request a postponement as my direct contact information is not publicly available, as our office discourages private conversations between parties and adjudicators to avoid the appearance of bias. 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 landlord submitted an affidavit (L#1) with their application stating that they had served the tenant electronically on June-17-2026 at 3:58. Proof of service was also provided (L#2). As the tenant was properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in their absence.
5. A second individual, John Lawrence, was listed as a respondent on the original application. It was established that this individual did not sign a rental agreement. The landlord stated that they have never spoken to this individual and there was no indication they had ever paid the rent. They also indicated he had not lived at the premises for

some time. I determined that no landlord tenancy relationship existed between the landlord and John Lawrence. Accordingly, the application was amended to remove him as a respondent.

6. This was a written rental agreement with a fixed term lease. Rent was set at \$1350.00 per month, to be paid on the 1st of each month. The tenant started paying rent on Feb-01-2026. A security deposit of \$1012.50 was paid on January-20-2026.

Issues before the Tribunal

7. Should the landlord's claim for unpaid rent succeed?
8. Should the landlord's claim for an order of vacant possession succeed?
9. What is the proper disposition of the security deposit?

Legislation and Policy

10. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act*, 2018 (the *Act*).
11. 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

- 12. The landlord claims \$2700.00 in unpaid rent, representing the full monthly rent for the months of May and June 2026. I accept the landlord's uncontradicted testimony. However, this tribunal does not award rent past the date of the hearing.
- 13. A daily rate must be calculated. 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 $1350.00 \times (12 \text{ months} / 365 \text{ days}) = \sim \$44.38/\text{day}$. Multiplied to the date of the hearing, rent for June totals \$1287.12 as of the date of the hearing. The total rent owing as of the date of the hearing is therefore \$2637.12.

Decision

- 14. The landlord's claim for unpaid rent succeeds in the amount of \$2637.12.

Issue 2: Vacant Possession

- 15. To receive an order of vacant possession, a landlord must provide a valid termination notice. In this case the landlord provided L#4, a termination notice dated 7-May-2026.
- 16. L#4 was 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 therefore complies with s. 34.
- 17. L#4 was signed by the landlord. It states the date on which the rental agreement is to terminate. It was served on the tenant electronically and posted to their door, in accordance with s. 35(2)(c) and s. 35(2)(f) of the Act. It therefore complies with s. 19(4).
- 18. L#4 was issued 7-May-2026, at which point rent was overdue by more than five days. It gives a termination date of May-18, 2026, which is not less than 10 days later. L#4 complies with s.19(1) of the Act.

Decision

19. L#4 complies with all relevant provisions of the Act and is therefore valid. The landlord's application for an order of vacant possession succeeds.

Issue 3: Security Deposit

20. The landlord is owed monies and may therefore apply the security deposit against the sum owed.

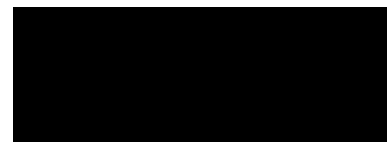
Summary of Decision

21. The tenant shall vacate the premises immediately.
22. The tenant shall pay the landlord any costs charged to the landlord, by the Office of the High Sherrif, should the landlord be required to have the Sherrif enforce the attached Order of Possession.
23. The tenant shall continue to pay rent at the daily rate of \$44.38/day for each day they remain in the premises after 29-June-2026.
24. The tenant shall pay to the landlord \$1621.62 as follows:

Unpaid Rent.....	\$2637.12
Less Security Deposit.....	-\$1012.50
Total.....	\$1621.62

14-July-2026

Date



Seren Cahill
Residential Tenancies Office