

Residential Tenancies Tribunal

Application 2026-0564-NL

Angie Brenton
Adjudicator

Introduction

1. Hearing was held on 10 August 2026 at 1:45 pm.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, was represented at hearing by [REDACTED] and [REDACTED] who attended the hearing via teleconference.
3. The respondent, [REDACTED], hereinafter referred to the tenant did not attend the hearing.

Preliminary Matters

4. The tenant was not present or represented at the hearing and I was unable to 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 the claim and notice of hearing 10 clear days prior to the hearing date and, where the respondents fail 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.
5. The landlord provided an affidavit (LL#1) stating that they served the tenants of notice of hearing on 26 June 2026 at 2:35 pm via registered mail. In accordance with the *Residential Tenancies Act, 2018* registered mail is considered served on the 5th day after it is sent and this is good service.
6. The landlord submitted a rental agreement showing that the tenancy was a one-year fixed-term tenancy commencing on 1 June 2018 with rent set at \$840.00 per month, due on the first day of each month. As a result of subsequent rent increases, the monthly rent at the time of the hearing was \$1,210.00. The landlord also provided a receipt confirming that the tenant paid a security deposit of \$420.00 at the commencement of the tenancy.
7. The landlord amended the rent to include what was owing to the date of hearing.

Issue Before the Tribunal

8. The landlord is seeking:

- An order for vacant possession
- Rent Paid
- Late Fees
- Hearing Expenses
- To apply the security deposit applied against payment owed.

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 (1-4), 14(7) and 15(1) of the *Act*, as well as section 12-1 of the Residential Tenancies Policy Manual: Recovery of costs.

Issue # 1: Order of Vacant Possession

Relevant Submission

11. The landlord submitted a Notice of Termination for Non-Payment of Rent dated May 9, 2026, with a termination date of May 21, 2026. The landlord stated that the notice was served on the tenant by posting it on the tenant's door on May 9, 2026.

Landlords position

12. The landlord stated that rent had been consistently paid late throughout the tenancy and that two previous notices of termination for non-payment of rent had been served on the tenant. The landlord testified that although the tenant paid the outstanding rent arrears by the end of April 2026, rent again fell into arrears in May 2026. As a result, the landlord served the tenant with a notice of termination for non-payment of rent after the rent remained unpaid for more than five days, with an effective termination date of May 21, 2026. The landlord stated that while payments were made toward the arrears, the full amount owing was not paid by the termination date, and the tenant did not vacate the rental unit as required.

Analysis

13. To be awarded an order of vacant possession, the termination notice must be deemed valid under the *Act*. Section 19 of the *Act* states that:

19. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b),

...

(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.

...

(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 required to vacate the residential premises; and

(c) be served in accordance with section 35.

14. The tenant was in rent arrears for more than five days when the notice of termination was served. The stated move-out date was not less than 10 days as required under the *Act*, and rent remained in arrears on the termination date. The landlord testified that the notice of termination was posted on the tenant's door on 9 May 2026. I accept the landlord's evidence and find that the notice of termination meets the requirements outlined under s.19 and was served in accordance with s.35 of the *Act*.

15. The tribunal finds that this a valid notice and that the tenant was required to vacate the premises on 21 May 2026.

Decision

16. The landlords claim for vacant possession succeeds.

Issue #2: Rent Paid-\$1801.00

Relevant Submission

17. The landlord submitted a rental ledger for the period of May to August 2026 showing rent charged, payments received, late fees assessed, and the resulting balance owing. A portion of the ledger is reproduced below.

Landlord's Position

18. The landlord stated that, as reflected in the rent ledger, there was an outstanding balance of \$2,136.00 at the end of July 2026. The landlord testified that this amount included late

fees of \$10.00 and \$60.00 for May and June 2026, respectively. The landlord further stated that rent for August 2026 had become due and was included in updated rental ledger.

Rental Ledger 2024-NL (LL#4)			
Date	Action	Amount	Total
April 30, 2026	opening balance		\$0.00
May 1, 2026	rent due	\$1,135.00	\$1,135.00
May 7, 2026	late fee	\$10.00	\$1,145.00
May 25, 2026	payment received	-\$444.00	\$701.00
May 28, 2026	payment received	-\$100.00	\$601.00
June 1, 2026	rent (scheduled increase)	\$1,210.00	\$1,811.00
June 4, 2026	late fee	\$65.00	\$1,876.00
June 6, 2026	payment received	-\$600.00	\$1,276.00
July 1, 2026	rent due	\$1,210.00	\$2,486.00
July 7, 2026	payment received	-\$200.00	\$2,286.00
July 22, 2026	payment received	-\$150.00	\$2,136.00
Aug 1, 2026	rent due	\$1,210.00	\$3,346.00

Analysis

19. The tenant is obligated to pay rent in accordance with the rental agreement. The landlord's ledger reflects rent arrears from May 2026 onward. Late payment fees are addressed separately and have been excluded from the Tribunal's rent calculation. The Tribunal does not include future rent. The hearing was held on August 10, 2026, the full August 2026 rent charge has been replaced with prorated rent for August 1-10, 2026, calculated at a daily rate of \$39.78. The landlord is entitled to rent owing in the amount of **\$2,458.80**.

Date	Rental Monies Owed	Amount	Total
April 30, 2026	Balance		\$0.00
May 1, 2026	rent due	\$1,135.00	\$1,135.00
May 25, 2026	payment received	-\$444.00	\$691.00
May 28, 2026	payment received	-\$100.00	\$591.00
June 1, 2026	rent due (scheduled increase)	\$1,210.00	\$1,801.00
June 6, 2026	payment received	-\$600.00	\$1,201.00
July 1, 2026	rent due	\$1,210.00	\$2,411.00
July 7, 2026	payment received	-\$200.00	\$2,211.00
July 22, 2026	payment received	-\$150.00	\$2,061.00
August 1-10, 2026	$\$1210.00 \times 12 \text{ mths} / 365 \text{ days} = 39.78 \times 10$	\$397.80	\$2,458.80
	Total Amount Owed		\$2,458.80

Decision

20. The landlord's claim for rent paid succeeds.

Issue #3: Security Deposit

Relevant Submission

21. The landlord stated that at the commencement of the tenancy, the Tenant paid a security \$420.00 and has submitted a receipt for same (LL#5). As the landlords claim for rent has

been successful, the landlord shall retain that deposit as outlined in this decision and attached order.

22. Section 14(7) of the Act states that the landlords shall credit interest to the tenant on the full amount or value of the security deposit, at the rate prescribed by the regulations, during the time the security deposit is held by the landlord. The landlord stated the Security Deposit was paid at the start of the tenancy in June 2018. The rate was set to 1% cumulative simple annual interest for 2024 & 2025, 0% for all other years. Total interest at the date of hearing being \$8.40, for a total of \$428.40

Issue #4: Late Fees

Relevant Submission

23. The landlord claimed late payment fees in the application and submitted a rental ledger reflecting late payment fees charged to the tenant's account.

Analysis

24. As noted above, the late payment fees reflected in the landlord's ledger were excluded from the Tribunal's calculation of rent arrears and are considered separately under this issue. Pursuant to s.15(1) of the *Residential Tenancies Act, 2018* and Residential Tenancies Policy 2-4, a landlord may charge late payment fees where rent is not paid when due, to a maximum of \$75.00. As rent arrears have been established and the fees charged do not exceed the prescribed maximum, I find the landlord's claim for late payment fees succeeds in the amount of \$75.00.

Decision

25. The landlord claim for late fees succeeds.

Issue #5: Hearing Expenses

Relevant Submission

26. The landlord sought reimbursement of the \$20.00 application fee (LL#6) and \$20.05 for pre-registered mail expense.

Analysis

27. Residential Tenancies Policy 12-1 provides that claimable costs may include application fees and registered mail expenses incurred in preparation for a hearing. The Tribunal awards Hearing expenses in the amount of \$40.05

Decision

28. The landlord's claim for hearing expenses succeeds.

Summary of Decision

29. The Tenant shall vacate the premises immediately.

30. The tenants shall pay a daily rate of \$39.78 effective 11 August 2026, until such time as the landlord regains possession of the property.

31. The tenants shall pay the landlord \$2,145.45 as follows

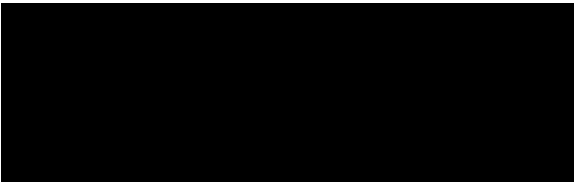
Rent	\$2,458.80
Late Fees.....	\$75.00
Hearing Expenses.....	\$40.05

LESS: security deposit & interest\$428.40

Total \$2,145.45

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

August 27, 2026,
Date



Angie Brenton, Adjudicator
Residential Tenancies Office