

Residential Tenancies Tribunal

Application 2026-0565-NL

Angie Brenton
Adjudicator

Introduction

1. Hearing was called at 9am, 22 July 2026.
2. The applicant, [REDACTED] represented by [REDACTED] hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED] hereinafter referred to as “the tenant” attended by teleconference.

Preliminary Matters

4. The landlord submitted an affidavit with their application stating that they had served Notice of Hearing to the tenant electronically and via pre-paid registered mail on 3 July 2026 (LL#1). Canada Post tracking indicates that the tenant signed for the document on 20 July 2026. In accordance with the *Residential Tenancies Act, 2018* registered mail is considered served on the 5th day after it is sent. Therefore, I find that the Notice of Hearing was properly served.
5. The landlord and tenant entered a written, month to month rental agreement on 1 May 2012 with rent in the amount of \$263.00 being due on the 1st of each month (LL#2). The original rental agreement listed a second tenant; however, both the landlord and the tenant confirmed that the tenant listed on the Application for Dispute Resolution is the sole respondent to the application.

Issues before the Tribunal

6. The landlord is seeking:
 - An Order for vacant possession of the rented premises based on a Notice of Termination for unpaid rent.

Legislation and Policy

7. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act*, 2018 (the *Act*).
8. 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

9. Relevant Submission

The landlord submitted a copy of a termination notice under Section 19: Notice where failure to pay rent. The notice was dated 21 May 2026 to vacate on 01 June 2026 (LL#3). The tenant acknowledged receiving the termination notice and the issue of service was not disputed during the hearing.

Landlord's Position

10. The landlord testifies that the notice of termination was issued due to unpaid rent. The landlord stated that rent arrears in the amount of \$2500.00 accumulated beginning in 2022 until income support started paying rent directly to landlord in June 2023. The landlord further stated that they participated in mediation with the tenant through the Residential Tenancies Office in November 2025 and entered into a repayment agreement with the tenant. Despite the mediated repayment agreement, the tenant did not repay any of the outstanding rent arrears. Following the tenant's explanation of her circumstances and improved financial situation, the landlord confirmed that this did not alter their position and maintained they request for order of vacant possession.

Tenants Position

11. The tenant acknowledged receiving the Notice of Termination. The tenement stated that she experienced significant personal hardship during 2022 which affected her functioning and memory and ability to pay rent. The tenant further stated that income support began paying her rent in June 2023 and that she was unaware that she owed \$2500.00 in rent monies until she received the notice of termination, at which time she contacted the NLHC office.

Analysis

12. I have considered the documentary evidence and the testimonies of the landlord and the tenant, as well as the relevant legislation and policy stated above in paragraphs 7 and 8. The landlord submitted a Notice of Terminate Early with cause due to unpaid rental arrears. The Notice to Terminate was dated 21 May 2026 requiring the tenant to vacate the residential premises on 1 June 2026. The tenant acknowledged receiving the notice of termination dated 21 May 2026, requiring vacant procession by 1 June 2026.
13. The landlord testified that the tenant accumulated rent arrears of \$2500.00 during 2022 and that the landlord and tenant entered into a mediated repayment agreement through the Residential Tenancies Office on 12 November 2025. However, there is no rent ledger, account statement, payment history, mediated agreement, file number or other documentary evidence submitted to establish the existence of the rental arrears in question. I have also confirmed that no record of a mediated agreement could be in located in the Residential Tenancies Office system.

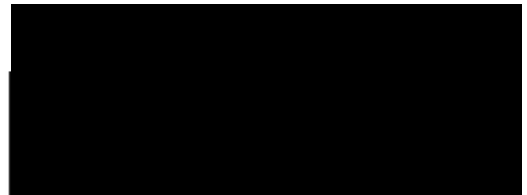
14. The tenant acknowledged experiencing significant personal hardship during 2022 that affected her functioning and memory and ability to pay rent but maintained that she was unaware of any outstanding rent arrears.

15. On the evidence before me. I am not satisfied, on a balance of probabilities, that the landlord has established that the tenant owes \$2500.00 in rental arrears. In the absence of documentary evidence supporting the landlords claim for an Ordered of Vacant Possession, I find the landlord has not met the burden of proving the grounds for termination under section 19 of the *Residential Tenancies Act, 2018*.

Decision

16. The landlord's claim for order of vacant possession fails.

August 12, 2026,
Date



Angie Brenton, Adjudicator
Residential Tenancies Office