

Residential Tenancies Tribunal

Application 2026-0625-NL

Angie Brenton
Adjudicator

Introduction

1. Hearing was held on 16 July 2026 at 9:00 am.
2. [REDACTED] hereinafter referred to as “the landlord” attended the hearing via teleconference.
3. The respondents, [REDACTED], hereinafter referred to as “tenant 1” and [REDACTED] hereinafter referred to as “tenant 2”, respectively and collectively as “the tenants” attended via teleconference.

Preliminary Matters

4. The Affidavit of Service (LL#1) indicates that the landlord personally served two copies of the Notice of Hearing on 5-July-2026 by delivering them to tenant 1 at the rental premises. One copy was intended for tenant 1 and the second copy for tenant 2. Accordingly, I am satisfied that the Notice of Hearing was properly served in accordance with Section 42(3)(a) of the *Act*.
5. Parties agreed that the original lease was signed on 28 October 2025 and that a Security Deposit in the amount of \$1000.00 was paid to the landlord on that date. They also confirmed that, before the tenancy commenced, the original landlord ceased acting as the landlord and the applicant became the landlord. The landlord stated, and the tenants agreed that she entered into a new signed rental agreement with the tenants in November 2025 under the same terms as the previous rental agreement. The rental period began on 20 November 2025 and was a fixed term for a one-year period. The rent was \$1400.00 per month, due on the 20th of every month. The landlord further stated that, although the security deposit remained in possession of the previous landlord, she accepted responsibility for the Security Deposit under the new tenancy.
6. During the hearing, the tenants advised that they had been unable to submit their evidence electronically due to the file being too large and that they could not afford to send it by pre-registered mail before the hearing. The tenants maintained that this evidence was necessary to show why they are relying on section 7 of the *Act* to withhold rent. I allowed

them to enter the evidence provided that they send it the day of hearing, 16 July 2026 via prepaid registered mail. They did so.

Issue Before the Tribunal

7. The landlord is seeking:
- An order for vacant possession of the rented premises,
 - Rent Paid, and;
 - To apply the security deposit applied against payment owed.

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*).

Issue #1: Vacant Possession

Relevant Submissions

9. The landlord submitted into evidence a Notice of Termination for failure to pay rent, dated 2 July 2026, requiring the tenants to vacate the rental premises on 14 July 2026 (LL#2). The landlord testified that she personally served the Notice to Terminate to both tenants at the rental premises on 2 July 2026. The tenants acknowledged receiving the notice of termination on that date.
10. The landlord also submitted the first two pages of the rental agreement that she stated she entered into with the tenants following the change in landlord in November 2025 that was signed by her and the tenants.
11. The tenants submitted numerous communications between themselves and the landlord, as well as between themselves and the former landlord. The communications related to ongoing disputes concerning the terms of the tenancy and repeated requests for a new rental agreement. I accepted the tenants' evidence in support of their position that they felt they were entitled to withhold rent under section 7 of the *Act*.

Landlord's Position

12. The landlord testified that, following the change in landlords, she entered into a written rental agreement with the tenants under the terms of the original rental agreement (LL#3). The landlord said that she and the tenants mutually agreed that the tenants would discontinue their use of 50 percent of a building on the property, with monthly rent reduced by \$200.00 effective March 2026. The landlord acknowledged ongoing communications and disputes between herself and the tenants regarding the tenancy. She agreed that the tenants requested another rental agreement.

Tenants' Position

13. The tenants agreed there had been a change in landlords in November 2025, and that the tenants signed a new written rental agreement with the landlord under the terms of the original rental agreement. They stated that there was a mutual agreement with the landlord in March 2026 and that they agreed to discontinue their use of a building on the

property with a rental reduction of \$200.00 per month, and that this would take effect on 20-March-2026 when rent was due. The tenants maintained that there continued to be ongoing disputes and communication between the tenants, the landlord and the former landlord regarding changes in the terms of the tenancy, including their use of the backyard and driveway. They argued that they had a right to a new rental agreement due to the mutually agreed upon change to the rent in March 2026 and to reflect the continued changes they asserted were occurring. The tenants submitted numerous texts messages and emails to support their position. The communications documented their ongoing disputes with the landlord and their requests for a new rental agreement.

14. The tenants took the position that they were entitled to rely on section 7 of the *Residential Tenancies Act, 2018* and withheld \$200 from the May 2026 rent and the full June 2026 rental amount of \$1200 because they had not been provided with a new rental agreement reflecting changes in terms of the tenancy agreement.

Analysis

15. Section 19 of the Act requires that

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

(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.

16. The tenant was in rent arrears in excess of 5 days when the termination notice was served on 2-July-2026. On the date of termination, 14-July- 2026, rent was still in arrears. I asked the landlord how she served the termination notice, and she responded that she personally served the tenants on 2-July-2026 at the rental premises. In accordance with Section 35 of the *Act*, this is good service, and in accordance with Section 19 of the *Act* as stated above, the termination notice meets the requirements of the *Act* and is valid notice. The tenants should have vacated the rental premises on 14 July 2026.

17. I have considered the documentary evidence, and the testimony of the landlord and the tenants. The Tribunal accepts that after the original lease was signed in October 2025, the tenants entered a written rental agreement with the current landlord under the same rental terms. The Tribunal also accepts that the landlord and tenants subsequently agreed to amend the tenancy by eliminating the use the tenants had to 50 percent of a building on

the property and reducing the rent by \$200.00. The amount of rent changed to \$1200.00 per month on 20-March-2026 and each month thereafter during the rental term. I have reviewed the numerous communications submitted by tenants. I find that these communications document the tenants' ongoing concerns regarding the tenancy, including requests for a new rental agreement written.

18. I have considered the tenants' argument that they were entitled to hold rent pursuant to *Section 7 of the Residential Tenancies Act, 2018*. Section 7(4) states that a tenant's obligation to pay rent is suspended where the landlord has not complied with section 7(2) or 7(3). However, I find the evidence establishes that the tenants entered into a signed written rental agreement with the landlord in November 2025.

19. I accept that the tenants had concerns about the tenancy. While other remedies under the *Act* may have been available to address these concerns, those matters are not before me. Accordingly, I do not accept the tenants' reliance on section 7 of the *Act* as a basis for withholding rent. The parties agreed they entered into a rental agreement when they signed the new written agreement (LL#3). There was no evidence before me that the tenants were not provided with a copy of this agreement. Rather, they take the position that their verbal agreement on 20-March-2026 constitutes a new rental agreement, and that s. 7(3) now applies. I disagree. I find that this was an amendment to the existing rental agreement, not an entirely new one. One or two variations of terms does not destroy the old contract and create a new one, that is what amendments are for.

Decision

20. The landlord's claim for vacant possession succeeds.

Issue #2: Rent Paid \$1400.00

Relevant Submission

21. The landlord submitted an e-transfer record showing payment of \$1000.00 toward May 2026 rent (LL#3) leaving an outstanding balance of \$200.00.

Landlords' Position

22. The landlord testified that the tenants paid \$1000.00 toward rent in May 2026. Leaving a balance of \$200.00 outstanding and testified that the tenant did not pay rent of \$1200.00 for June 2026 and that she was not expecting any rental monies paid when it came due on 20 July 2026.

Tenants' Position

23. The tenants acknowledged withholding \$200.00 from May 2026 rent and the full rental amount of \$1200.00 for June 2026. The tenants testified they would not be paying rent until they were provided with another rental agreement and maintained they were entitled to withhold these amounts pursuant to section 7 of *the Act*.

Analysis

24. As discussed under Issue #1, I have found that the tenants were not entitled to withhold the rent pursuant to section 7 of the *Act*. Non-payment of rent is a violation of the rental

agreement. Rent is required to be paid by tenants during the use or occupancy of residential premises. The landlord and the tenants testified that \$1000.00 of the \$1200.00 rental amount was paid in May 2026 and that no rental amount was paid in June 2026.

25. I find that the rent in the amount \$200.00 is owed for 20 May 2026 to 19 June 2026.
26. As the Tribunal does not consider future rent, the rental arrears are amended to show a daily rate for 20 June 2026 through to 16 July 2026, in the amount of \$1,065.15.

Daily rate: \$1200 x 12 mths = \$14,400
\$14,400 / 365 days = \$39.45 per day

27. The tenants shall pay a daily rate of \$39.45 effective 17 July 2026, until such time as the landlord regains possession of the property.

Decision

28. The landlord's claim for rent succeeds in the amount of \$1,265.15 (\$200.00 +1,065.15)

Issue #3: Security deposit applied against monies owed \$ 1000.00

Relevant Submission

29. The landlord testified that the respondent paid \$1000.00 Security Deposit to the original landlord on 28-October-2025. The landlord testified that the original landlord is still in possession of that money but stated she does have that amount held in trust for the tenancy. She requested the Security Deposit be applied toward the rental arrears.

Analysis

30. I accept the landlords undisputed testimony that the respondents paid a \$1000.00 security deposit on 28 October 2025. As there are rental arrears owing, I find that the landlord can apply the Security Deposit plus accumulated interest toward rent owing as per *Section 14 of the Residential Tenancies Act, 2018*.
31. Pursuant to the *Residential Tenancies Act, 2018* the landlord must pay interest on a security deposit to a tenant for the entire period that the landlord has had the security deposit. The interest is calculated as simple interest and is not compounded. The annual interest rate for 2025 was 1% and is currently 0% for 2026. The interest owing is \$1.78.

Decision

32. The landlord's claim to have the security deposit in the amount of \$1001.78 applied against monies owed succeeds.

Summary of Decision

33. The Tenants shall vacate the premises immediately.
34. The landlord is awarded vacant possession.

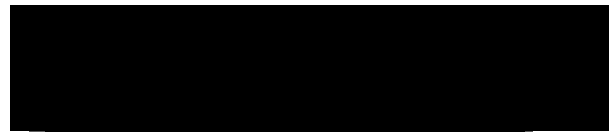
35. The tenants shall pay a daily rate of \$39.45 effective 17-July-2026, until such time as the landlord regains possession of the property.

36. The tenants shall pay the landlord \$263.37 as follows

Rent	\$1,265.15
Less: security deposit & interest	\$ 1001.78
Total	\$ 263.37

37. 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.

Aug 19, 2026
Date



Angie Brenton, Adjudicator
Residential Tenancies Office