

Residential Tenancies Tribunal

Application 2026-0640-NL

Angie Brenton
Adjudicator

Introduction

1. Hearing was held on 30 July 2026 at 1:45 pm.
2. The applicant, [REDACTED] hereinafter referred to as the landlord attended the hearing via teleconference and represented by [REDACTED]
3. The respondents, [REDACTED] hereinafter referred to as the tenants, did not attend the hearing.

Preliminary Matters

4. The tenants were not present or represented at the hearing and I was unable to reach 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 Affidavit of Service (LL#1) indicates that landlord served the tenants of notice of hearing personally at the residential premises on 9 June 2026 at 9:00 am. I accept this as good service.
6. The landlord submitted a copy of written rental agreement (LL#2). The tenancy commenced on 1 July 2024, for one-year fixed term. After the rental term expired, the agreement was converted to a month-to-month tenancy. The rent was \$ 1300.00 per month due on the first day of each month. There was a security deposit paid in the amount of \$975.00 that was paid at the beginning of the tenancy.
7. The landlord amended the Dispute Resolution application to include the rental amount owing up to the date of the hearing and is seeking reimbursement for hearing fees.

Issues before the Tribunal

8. The landlord is seeking:
- Order of Vacant Possession
 - Rent Paid
 - Hearing Expenses

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 s. 19 (1-4) of the *Act*, as well as section 12-1 of the Residential Tenancies Policy Manual: Recovery of costs.

Issue # 1: Vacant Possession

Relevant Submission

11. The landlord submitted into evidence a copy of notice of termination (LL#3) that was served on the tenants on 15 June 2026, with an effective termination date of 26 June 2026. The landlord provided a copy of the Notice of Termination and proof of successful delivery (LL#4).

Landlords Position

12. The landlord submitted that rent had been paid late and in varying amounts throughout the tenancy, resulting in rental arrears being carried forward from month to month. The landlord stated that there had been numerous discussions with the tenants regarding their obligation to pay rent in accordance with the rental agreement. The landlord further stated that warnings were provided and that three previous Notices of Termination had been served for late or unpaid rent. According to the landlord, despite these efforts, the tenants failed to consistently pay rent in full by the first day of each month. The landlord testified that rent remained outstanding on the effective date termination and had not been paid in full.

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.

(3) Subsection (2) does not apply where notice is given to a tenant under paragraph (1)(a) or (b) more than twice in a 12 month period.

(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.

14. The termination notice was served not less than five days after rent was due and stated a move out days of not less than ten days from the notice being issued. The termination notice meets the technical requirements under section 19 and was served in accordance with section 35 of the Act and is a valid notice. While the tenants paid the monthly rent prior to the termination date, I accept the landlord's evidence that a balance of unpaid late fees remained outstanding. Under the rental agreement, late fees formed part of the amounts owed by the tenants and, as such, the account remained in arrears. However, given the relatively small amount outstanding, I am not satisfied that the tenants were aware that the unpaid late fees were causing the account to remain in arrears. Notwithstanding this, the evidence establishes that the tenants were served with more than two Notices of Termination for non-payment of rent within a twelve-month period. Pursuant to s. 19(3) of the Act, the right to void a Notice of Termination by paying the arrears does not apply where such notices have been given more than twice in a twelve-month period. Accordingly, I find the requirements of s. 19(3) have been met, and the landlord was entitled to terminate the tenancy. The tenants were required to vacate the rental premises on 26 June 2026.

Decision

15. The landlords claim for vacant possession succeeds.

Issue #2- Rent Paid-626.00

Relevant Submission

16. The landlord submitted an updated rental ledger showing an outstanding balance of \$29.00 as of 21 July 2026 (LL#5).

Landlord's Position

17. The landlord stated that the tenants made two rental payments in June; however, an outstanding balance of \$29.00 remained owing on 26 June 2026, the effective termination date. The landlord further stated that the balance remained outstanding as of the hearing date, as two additional payments made in July did not fully satisfy the rental arrears.

Analysis

18. Non-payment of rent is a breach of the rental agreement. The Tribunal accepts the landlord's evidence that rent was not consistently paid in accordance with the terms of the tenancy, resulting in late fees being charged pursuant to the rental agreement. Although I am not satisfied that the tenants were aware that the outstanding late fees were causing the account to remain in arrears, the amount remained owing. The Tribunal finds that rental arrears in the amount of \$29.00 remained outstanding at the date of the hearing and awards that amount to the landlord.

19. The landlord is entitled to rental arrears in the amount of \$29.00.

Issue #3: Hearing Expenses

Relevant Submission

20. The landlord sought reimbursement of the \$20.00 application fee and provided a receipt (LL#6).

Analysis

21. The landlord's claim was successful, and Residential Tenancies Policy 12-1 provides that claimable costs may include hearing expenses such as application fees.

Decision

22. The Tribunal awards Hearing expenses in the amount of \$20.00.

Summary of Decision

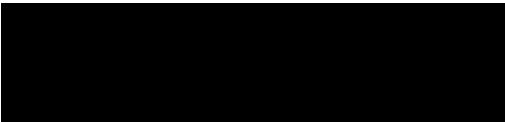
23. The Tenant shall vacate the premises immediately.

24. The Tenant shall pay the landlord \$ 49.00 as follows

- a) Rent \$29.00
- b) Hearing Fees.....\$20.00
- c) Total owing to landlord**\$49.00**

25. The Tenant 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 31, 2026
Date



Angie Brenton, Adjudicator
Residential Tenancies Office