

Residential Tenancies Tribunal

Application 2026-0647-NL

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 1:56 PM on 15 July 2026 via teleconference.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as “the landlords”, participated in the hearing.
3. The respondent, [REDACTED] hereinafter referred to as “the tenant”, was not in attendance.

Issues before the Tribunal

4. The landlords are seeking the following:
 - An order for a payment of rent in the amount of \$7200.00,
 - An order for a payment of utilities in the amount of \$2044.81, and
 - An order for vacant possession of the rented premises.

Legislation and Policy

5. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
6. Also, relevant and considered in this case is section 19 of the *Residential Tenancies Act, 2018*, and rule 29 of the *Rules of the Supreme Court, 1986*.

Preliminary Matters

7. The tenant was not present or represented at the hearing and I was unable to reach him by telephone from 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 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 he has been properly served. The landlords submitted an affidavit with their application which stated that the tenant was personally served on 01 July 2026 by a process server. 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 his absence.

8. This is the second application the landlords had filed with this Board concerning this tenancy. The first application, 2026-0404-NL was heard on 04 June 2026 and as a result of that hearing, the landlords were awarded an order for a payment of rent in the amount of \$5115.62 and an order for a payment of utilities in the amount of \$625.48.

Issue 1: Rent - \$7200.00

Relevant Submissions

9. The landlords and the tenant entered into a monthly rental agreement, commencing 01 March 2026, and a copy of that agreement was submitted with the landlords' application. The landlords stated that the tenant moved into the premises early in mid-February 2026. The agreed rent was set at \$2400.00 per month, and it is acknowledged in the rental agreement that the tenant had paid a security deposit of \$1000.00.
10. With their application, the landlords submitted a copy of their rent records. According to these records, the landlords received a pro-rated rent of \$700.00 for February 2026, and the tenant paid the full rent for March 2026. Since then, no payments have been received. The landlords are seeking an order for a payment of rent for April, May and June 2026, and they testified that no rent has been paid for July 2026 either.

Analysis

11. I accept the landlords' testimony and evidence in this matter, and I find that the tenant has paid no rent since March 2026. As the landlords are also seeking an order for vacant possession of the rented premises, I find that they are entitled to a payment of rent to the date of the hearing and a per diem thereafter.
12. Taking into consideration the fact that the landlords were already awarded \$5115.62 from the previous hearing, I calculate the amount owing to be \$3267.88 (\$7200.00 for the months of April, May and June 2026, \$1185.50 for July 2026 (\$2400.00 per month x 12 months = \$28,800.00 per year ÷ 365 days = \$78.90 per day x 15 days) less the amount of \$5115.62 awarded in 2026-0404-NL).

Decision

13. The landlord's claim for a payment of rent succeeds in the amount of \$3267.88.

14. The tenant shall pay a daily rate of rent in the amount of \$78.90, beginning 16 July 2026, and continuing to the date the landlord obtains vacant possession of the rented premises.

Issue 2: Utilities - \$2044.81

Relevant Submissions

15. According to the submitted rental agreement, the tenant was responsible for paying his own utilities. The landlords stated that they had made an agreement with the tenant that the electricity account would remain in their name, and the tenant would be responsible for paying a percentage of that amount each month—70% for February and March 2026 and 60% for April, May and June 2026.
16. With their application, the landlords submitted a ledger showing the portion of their electricity bill they had charged the tenant during the period from 01 February through to 15 June 2026. The landlords testified that they had not received any payments for utilities since the tenant moved in, and according to the submitted ledger, the tenant owes \$2044.81.

Analysis

17. I accept the landlords' testimony and evidence in this matter, and I find that the tenant had not paid the percentage of the utility bills as he had agreed. As with the rent, as the landlord had already been awarded \$625.48 for utilities in the previous hearing, I find that the landlords are entitled to an award of \$1419.33.

Decision

18. The landlords' claim for an order for a payment of utilities succeeds in the amount of \$1419.33.

Issue 3: Vacant Possession of Rented Premises

Relevant Submissions

19. With their application, the landlords had also submitted a copy of a termination notice which they stated they had e-mailed to the tenant on 08 June 2026. That notice was issued under section 19 of the *Residential Tenancies Act, 2018* (notice where failure to pay rent), and it had an effective termination date of 20 June 2026.
20. The landlords stated that the tenant has not moved out of the unit as required and they are seeking an order for vacant possession.

Analysis

21. Section 19 of the *Residential Tenancies Act, 2018* states:

Notice where failure to pay rent

19. (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.

(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.

22. On 08 June 2026 when the termination notice was issued, the tenant had been in rental arrears since the beginning of April 2026, and no payments were made to the landlords since the notice was issued.
23. As the notice meets all the requirements set out in this section of the *Act*, and as it was properly served, the notice is valid.

Decision

24. The landlords' claim for an order for vacant possession of the rented premises succeeds.
25. The tenant shall pay to the landlords any costs charged to the landlords by the Office of the High Sheriff should the landlords be required to have the Sheriff enforce the attached Order of Possession.

Issue 4: Security Deposit

26. The landlords stated that the tenant had paid a security deposit of \$1000.00 on 31 January 2026, and receipt of that deposit is acknowledged in the submitted rental agreement. As the landlords' claim has been successful, they shall retain that deposit as outlined in this decision and attached order.

Summary of Decision

27. The landlord is entitled to the following:

- A payment of \$3687.21, determined as follows:

a) Rent Owning	\$3267.88
b) Utilities	\$1419.33
c) LESS: Security Deposit.....	(\$1000.00)
d) Total	<u>\$3687.21</u>
- An order for vacant possession of the rented premises,
- A payment of a daily rate of rent in the amount of \$78.90, beginning 16 July 2026 and continuing to the date the landlords obtain possession of the rental unit,
- The tenant shall also pay to the landlords any costs charged to the landlords by the Office of the High Sheriff should the landlords be required to have the Sheriff enforce the attached Order of Possession.

23 July 2026

Date


John R. Cook
Residential Tenancies Tribunal