

Residential Tenancies Tribunal

Application 2026-0657-NL

Angie Brenton
Adjudicator

Introduction

1. Hearing was held on 26 August 2026 at 1:45 pm.
2. The applicant, [REDACTED] hereinafter referred to as the landlord, attended the hearing via teleconference.
3. The respondent, [REDACTED] hereinafter referred to as the tenant, attended the hearing.

Preliminary Matters

4. The landlord submitted an affidavit (LL#1) indicating that the Notice of Hearing was served on the tenant electronically on 7 June 2026 at 9:50 am. The landlord also provided proof of email transmission to the email address authorized by the tenant for tenancy-related communications. This constitutes good service.
5. The landlord did not submit a copy of the rental agreement. However, both parties agreed that the tenancy commenced on 1 February 2026 and was for a one-year fixed term. The monthly rent is \$1,300.00, due on the first day of each month. The parties further agreed that the tenant paid a security deposit of \$1,050.00, which remains in the landlord's possession.

Issues before the Tribunal

6. The landlord is seeking:
 - Validity of Termination / Vacant Possession

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 referred to and considered in this decision is section 19 of the *Act*.

Issue # 1: Vacant Possession

Relevant Submission

9. The landlord submitted a copy of the termination notice (LL#2), dated 19 June 2026 with a stated move out date of 30 June 2026. He said he gave the notice to the tenant personally and the tenant confirmed service.

Landlords Position

10. The landlord confirmed that the tenant was occupying the basement level of his premises. He alleged that the tenant has never paid the full rental amount on the date due and that failure to do so is having negative impact on him financially. He decided to serve a notice of termination in June 2026 as he only received a portion of the rent on 1st of the month when it became due. The landlord confirmed that the tenant had paid all outstanding rent on 20 June 2026.

Tenant's Position.

11. The tenant stated that she pays a large sum of the rent on the first of the month and remainder portion in the middle of the month. The tenant affirmed that she paid all the rental monies owing by the 20 June 2026.

Analysis

12. 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

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.

(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.

13. The landlord testified that he served the notice personally to the tenant after rent remained unpaid not less than five days after it was due with an effective termination date of not less than ten days after it was served. I find that the notice meets the technical requirements of section 19 of the *Act*. In addition to complying with section 34, the notice was signed by the landlord, specified the date by which the tenant was required to vacate the rental premises, and was served in accordance with section 35 of the *Act* and is a valid notice.

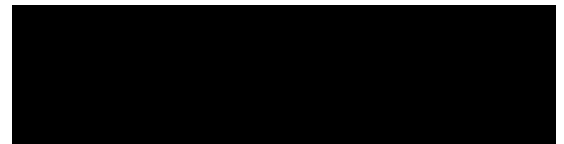
14. However, both parties testified that the rent for June 2026 was paid in full on June 20th. As this was the first notice of termination served pursuant to section 19 of the *Act*, the *Act* provides that when the tenant pays the rent in full before the stated move out date, the rental agreement is not terminated, and the tenant is not required to vacate the rental premises. Accordingly, while the notice met the technical requirements of section 19 of the *Act*, it ceased to have effect when the outstanding rent was paid in full. Therefore, the notice cannot support an order for vacant possession. The tribunal finds the landlords claim for vacant possession cannot succeed.

Decision

15. The landlords claim for vacant possession is dismissed.

September 4, 2026

Date



Angie Brenton, Adjudicator
Residential Tenancies Office