

Residential Tenancies Tribunal

Application 2026-0672-NL

Angie Brenton
Adjudicator

Introduction

1. Hearing was held on 31 August 2026 at 9:00 am.
2. The applicant, [REDACTED] hereinafter referred to as the landlord, was represented at the hearing by [REDACTED], who attended the hearing via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, did not attend.

Preliminary

4. I attempted to contact the tenant at the start of the hearing but was unsuccessful. 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 landlord served the Notice of Hearing (LL#1) on 15 July 2026, by prepaid registered mail. Pursuant to the *Residential Tenancies Act, 2018* service by registered mail is deemed served five days after mailing. This is considered good service.
6. There is a month-to-month rental agreement (LL#2) that commenced on 1 May 1997, with the rent set at \$263.00/month due on the 1st of each month. The tenant did not pay a security deposit.

Issues before the Tribunal

7. The landlord is seeking:
 - An order of vacant possession
 - Rent Paid
 - Hearing Expenses

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)*.
9. Also considered and referred to in this decision is section 19 (1-4) of the *Act*, as well as Residential Tenancies Policy 12-1: Recovery of Costs.

Issue # 1: Vacant Possession

Relevant Submission

7. The Landlord submitted into evidence a notice of termination (LL#3), dated 19 May 2026, with an effective termination date of 1 June 2026. The landlord testified that notice was posted in a sealed envelope securely on the tenant's front door.

Landlords Position

8. The landlord testified that the tenant has resided in the rental unit since the 1970s and that, while the rental agreement submitted into evidence began on 1 May 1997, the tenancy has continued through multiple lease renewals and rent adjustments over the years. The landlord stated that the tenant currently pays an adjusted senior rental rate through the Income Support Program; however, a significant outstanding balance that pre-dates the 1997 rental agreement has continued to be carried forward throughout the tenancy. The landlord further testified that numerous efforts were made to engage the tenant regarding the account, including attempts to facilitate a reassessment and resolve the matter through discussion and mediation, but these efforts were unsuccessful. Given the longstanding arrears and the parties' inability to reach a resolution, the landlord submitted that the tenancy is no longer viable and seeks an Order of Vacant Possession.

Analysis

10. 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.

...

(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.

11. I accept the landlord's evidence that rental arrears accumulated throughout the tenancy and remained outstanding at the time the notice of termination was served. The landlord testified that the notice was posted in a sealed envelope on the front door of the rental premises. In addition to meeting the requirements of section 34 of the Act, the notice was signed by the landlord, specified an effective date of termination, and was served in accordance with section 35 of the Act. Accordingly, the Tribunal finds the notice of termination to be a valid notice pursuant to section 19 of the Act and that the tenant was required to vacate the rental premises on 1 June 2026.

Decision

12. The landlords claim for an order of vacant possession is successful.

Issue # 2: Rent Paid - \$3951.00

Relevant Submission

13. The landlord submitted a rental ledger (LL#4) showing rental arrears of \$3,951.00 as of 03 June 2026.

Landlord's Position

14. The landlord testified that the amount shown on the rental ledger represents the total rental arrears being sought in the application. The landlord acknowledged that the tenant has been paying the current monthly rent at a senior rate through the Income Support Program; however, the balance claimed reflects arrears that have been carried forward over several years and remain outstanding.

Analysis

15. Non-payment of rent is a breach of the rental agreement. The Tribunal accepts the landlord's evidence that rental arrears remained outstanding throughout the tenancy. The rental ledger shows an outstanding balance of \$3,951.00 as of 03 June 2026, which the landlord testified represents arrears carried forward over several years. Although the

tenant has continued to pay the current monthly rent through the Income Support Program, the outstanding balance remains owing. Accordingly, the Tribunal finds that rental arrears of \$3,951.00 remain outstanding and awards that amount to the landlord.

Issue 3: Hearing Fees - \$40.06

16. The landlord is seeking reimbursement for hearing expense fee and pre-registered mail costs and provided receipts (LL#5).

Analysis

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

Decision

18. The landlord's claim for the reimbursement of hearing expenses is successful.

Summary of Decision

19. The landlord's application for an order for vacant possession succeeds.

20. The tenants shall vacate the premises immediately.

21. The Tenant shall pay the landlord \$3,991.06 as follows

- | | |
|---|-------------------|
| a) Rent | \$3,951.00 |
| b) Hearing Fees..... | \$ 40.06 |
| c) Total owing to landlord | \$3,991.06 |

22. The tenant shall pay to the landlord any costs charged to the landlord, by the Office of the High Sherriff, should the landlord be required to have the Sheriff enforce the attached Order of Possession.

September 23, 2026

Date



Angie Brenton, Adjudicator
Residential Tenancies Office