

Residential Tenancies Tribunal

Application 2026-0821-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 11:03 a.m. on 8 September 2026.
2. The applicant, [REDACTED] hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED] hereinafter referred to as “the tenant” attended by teleconference.

Preliminary Matters

4. The landlord submitted an affidavit with his application stating that he had served the tenant electronically via email on 27 August 2026 (LL#1). The tenant confirmed receipt of the document on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There is a written month-to-month rental agreement which commenced on 1 December 1997. Rent is \$1000.00 per month, due on the 1st day of each month. A security deposit of \$162.50 was paid on 2 October 1998 and is in the landlord's possession.

Issues before the Tribunal

6. The landlord is seeking:
 - An order for vacant possession of the rented premises.

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*. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 19: Notice where failure to pay rent.

Issue # 1: Vacant Possession of the Rented Premises

Relevant Submission

8. The landlord submitted a copy of a termination notice given on a *Landlord's Notice to Terminate Early – Cause* form under Section 19: Notice where failure to pay rent. The notice was dated for 9 June 2026 to vacate on 21 June 2026 (LL#2).

Landlord's and Tenant's Positions

9. The landlord testified that rent was in arrears when the termination notice was given on 9 June 2026 and he testified that rent was still outstanding on the date of termination, 21 June 2026. The landlord stated that he is seeking vacant possession under Section 19 of the Act.
10. The tenant did not dispute that rent was outstanding on the termination date of 21 June 2026; however she stated that she thought she had paid the outstanding balance in full on that date, which would void out the notice. She stated that when she realized that she had not paid in full, she was diligent in doing so 2 days later and she stated that she believed that the landlord would allow her to stay in the unit.
11. The landlord stated that he entered into a mutual agreement with the tenant whereby he offered her a free month's rent for the month of July to assist her financially in securing a new rental for the month of August.
12. The tenant disputed that she entered into any mutual agreement with the landlord to leave at the end of July and she stated that she wished to stay in the unit once she paid her rental arrears in full.
13. The landlord testified that although the tenant paid her arrears in full on 23 June 2026, she has failed to pay any rent since that date, and she is still residing in the unit.

Analysis

14. 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.

(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.*

15. The tenant was in rent arrears in excess of the 5 days when the termination notice was served. On the date of termination, 21 June 2026 rent was still in arrears. The mutual agreement to end the tenancy on 31 July 2026 would normally void the termination notice; however, the tenant testified that she never entered into a mutual agreement to discontinue the tenancy. As such, I find that the termination notice meets the requirements of the Act and is a valid notice.

16. I find that the tenant should have vacated the premises on 21 June 2026.

Decision

17. The landlord's claim for an order for vacant possession of the rented premises succeeds.

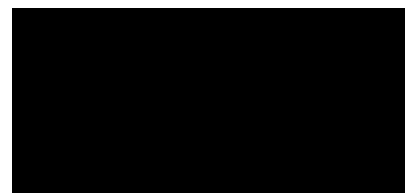
18. The tenant shall vacate the property immediately.

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

20. The landlord will be awarded an Order of Possession.

September 17, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office