

Residential Tenancies Tribunal

Application 2026-0837-NL

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 9:15 AM on 04 September 2026 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, participated in the hearing. She was represented by [REDACTED]
3. The respondents, [REDACTED] and [REDACTED] hereinafter referred to as “the tenants”, were not in attendance.

Issues before the Tribunal

4. The landlord is seeking the following:
 - A determination of the validity of a termination notice issued to her tenants on 04 August 2026, 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 tenants were not present or represented at the hearing. I telephoned Erica MacDonald shortly after the hearing commenced, and provided her with the toll-free number and the conference ID. She didn't call in. 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 respondents fail to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondents' absence so long as they have been properly served. MH submitted an affidavit in which he states that the tenants were personally served with the application and notice of the hearing on 21 August 2026. As the tenants were properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in their absence.

Issue 1: Validity of Notice

Issue 2: Vacant Possession of Rented Premises

Relevant Submissions

8. The landlord stated that she had entered into a monthly rental agreement with the tenants on 20 May 2026. The agreed rent was set at \$1000.00, due on the first day of each month, and landlord testified that the tenants had paid a security deposit of \$500.00 on 23 April 2026.
9. The landlord testified that the tenants had paid a pro-rated rent for the last 11 days of May 2026, and she received the full \$1000.00 for June's rent. For the month of July 2026, the landlord stated that she had only received \$700.00, on 07 July 2026, and no rent was received for August or September 2026.
10. Accordingly, on 04 August 2026, the landlord e-mailed the tenants a termination notice, and a copy of that notice, as well as the e-mail, were submitted with her application. 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 15 August 2026.
11. The landlord stated that the tenants have not moved out of the unit, as required, and she is seeking an order for vacant possession.

Analysis

12. 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.

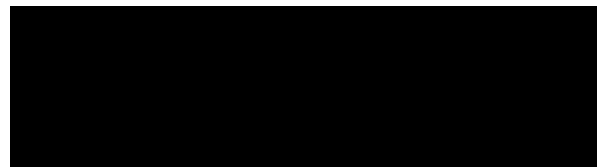
13. I accept the landlord's claim that the tenants have not been paying their rent, as required. According to her testimony, the tenants now owe a total of \$2300.00 for the period ending 30 September 2026 (\$300.00 for July, \$1000.00 for August, and \$1000.00 for September 2026).
14. On 04 August 2026, when the termination notice was issued, the tenants were in arrears in the amount of \$1300.00, and they had been in arrears for over 1 month. No payments were made to the landlord since the notice was issued.
15. 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

16. The termination notice issued to the tenants on 04 August 2026 is a valid notice.
17. The landlords' claim for an order for vacant possession of the rented premises succeeds.
18. The tenants 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.

08 September 2026

Date



John R. Cook
Residential Tenancies Tribunal