

Residential Tenancies Tribunal

Application 2025-0622-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 2:01 p.m. on 18-August-2025.
2. The applicant, [REDACTED], represented by [REDACTED], hereinafter referred to as “the landlord”, and [REDACTED] and [REDACTED] as support, attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” did not attend.

Preliminary Matters

4. The tenant was not present or represented at the hearing and I was unable to reach them by telephone at the start of 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 they have been properly served.
5. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing prepaid registered mail, tracking number # [REDACTED], on 28-July (LL#1). In accordance with the *Residential Tenancies Act, 2018* this is good service. 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 their absence.
6. There was a written month-to-month rental agreement which commenced on 9-August-2016. The landlord’s representatives believe that the tenant has not resided the unit since the beginning of June-2025. Rent was \$263.00 per month due on the first day of each month. A security deposit was not collected.

Issues before the Tribunal

7. The landlord is seeking:
 - An Order for Vacant Possession of the rented premises.

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*.
9. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 22: Notice where tenant's obligation not met.

Issue # 1: Vacant Possession of the Rented Premises

Relevant Submissions:

10. The landlord submitted a copy of a termination notice given under Section 22: *Notice where tenant's obligation not met*. The notice is signed and dated for 16-July-2025, with a termination date of 22-July-2025 (LL#2).

Landlord's Position:

11. The landlord's representative stated that on 31-May, there was a fire in the house, and firefighters required access to the tenant's unit. On 2-June, the landlord's representative entered the unit to conduct an inspection and found it in very poor condition. They stated that there were damages throughout the unit, including extensive fire damage, and there was a significant amount of garbage and waste throughout the unit. The landlord submitted photographic evidence to show the condition of the unit (LL#3).
12. On 26-June, the landlord issued a written request for repairs to be completed by 9-July. The copy of request was submitted as evidence to support the claim (LL#4). The request included the following items: repair of the kitchen; replacement of the baseboard heater in the living room and kitchen; replacement of the doors in the hallway and bathroom; removal of garbage, trampolines, animal waste, pyres, and needles inside and outside the unit; and repair of holes in the hallway and living room.
13. On 9-July, when the landlord's representative attended the unit for inspection, and confirmed that none of the requested repairs had been completed. The landlord further stated that she believed the tenant had not accessed the unit and submitted photographic evidence of the unit taken on 9-July (LL#5).
14. On 16-July, the landlord issued a termination notice with a termination date of 22-July, citing section 22 of the *Residential Tenancies Act*, which requires tenants to keep the premises clean and repair damage. The landlord also submitted two affidavits of service for the request for repairs (LL#6) and the termination notice (LL#7), and stated that both documents were served on the days they were issued by posting them on the door of the premises. The landlord's representative stated that the tenant did not communicate with them after 9-June. The landlord's representative further stated that they believe the tenant was no longer residing in the unit since the beginning of June, however they never terminated the rental agreement. According to the landlord's representative, request for repairs, request to remove the camper and termination notice were removed from the door and the camper was removed from the premises, therefore they believe the tenant was properly informed about the issues.
15. The landlord is therefore seeking vacant possession of the residential premises.

Analysis

16. Section 22 of the *Residential Tenancies Act, 2018* states:

Notice where tenant's obligation not met

22. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b), where a tenant contravenes statutory condition 2 set out in subsection 10(1), the landlord may give the tenant notice requiring the tenant to comply with the condition.

(2) Where a tenant contravenes statutory condition 2 set out in subsection 10(1) within 3 days after the notice under subsection (1) has been served or within a reasonable time, the landlord may give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential premises on a specified date not less than 5 days after the notice has been served.

(3) 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.

17. I accept the testimony of the landlord's representative and the supporting photographic evidence regarding the condition of the rental unit. As the tenant was not present or represented during the hearing to dispute the claim, I accept that when the landlord's representative first entered the unit on 2-June, the unit was in an unclean and untidy condition and that waist, garbage and damages were present inside and outside the unit.

18. I further accept that the landlord issued a request for repairs on 26-June in accordance with the requirements of the *Act*. Upon re-entry to the unit on 9-July, I accept the landlord's representative's testimony that no repairs had been made and that the unit had not been cleaned, indicating that the tenant failed to comply with the request. As a result, the landlord issued a termination notice. Accordingly, I find that the landlord was within their rights to issue a termination notice. I accept that, even though the tenant was not residing in the unit, they never terminated the rental agreement. Therefore, I find that the landlord complied with the requirements of service under the *Act* by sticking the request of repairs and the termination notice to door of the rental unit.

19. I find that the termination notice issued under Section 22 of the *Residential Tenancies Act* is valid. The landlord complied with the notice requirements by providing the required time frame, and therefore, I find that the termination notice dated 16-July is valid. Accordingly, the landlord will be awarded an order for vacant possession of the rental premises.

20. I find that the tenant should have vacated the unit by 22-July.

Decision

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

Issue # 2: Hearing expenses \$20.00.

Relevant Submission

22. The landlord paid \$20.00 for the application fee is seeking reimbursement. The landlord submitted a copy of the receipt to support the claim (LL#8).

Analysis

23. In accordance with Section 12-1 of the Residential Tenancies Policy Manual: Costs, as the landlord's claim was successful as per paragraph 21, the landlord will be awarded with \$20.00.

Decision

24. The landlord's claim for hearing expenses succeeds in the amount of \$20.00.

Summary of Decision

25. The landlord's claim for an Order of Possession succeeds.

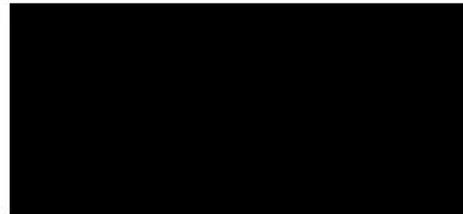
26. The tenant shall pay \$20.00 to the landlord to cover hearing expenses.

27. The tenant shall vacate the property immediately.

28. 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.

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

August 22, 2025
Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office