

Residential Tenancies Tribunal

Application 2025-0679-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 2:01 p.m. on 16-September-2025.
2. The applicant, [REDACTED], represented by [REDACTED], [REDACTED] and [REDACTED], hereinafter referred to as “the landlord”, 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 personally at the residential premises on 27-August-2025 (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 is a written month-to-month rental agreement which commenced on 1-March-2020. Rent is \$263.00 per month due on the first day of each month. A security deposit was not collected.
7. The landlord’s representatives amended their application to include hearing expenses of \$20.00.

Issues before the Tribunal

8. The landlord is seeking:
 - An Order for Vacant Possession of the rented premises;
 - Hearing expenses \$20.00.

Legislation and Policy

9. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
10. 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 and Section 12-1 of the *Policy: Costs*.

Issue # 1: Vacant Possession of the Rented Premises

Relevant Submissions:

11. 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-June-2025, with a termination date of 23-June-2025 (LL#2). The landlord also submitted an affidavit stating that the termination notice was posted on the door on the same date (LL#3).

Landlord's Position:

12. The landlord's representative testified that during an initial inspection of the unit on 9-June-2025, they found the premises in poor condition. They discovered that the tenant had created a bedroom in the basement, which was not permitted due to safety concerns, as there were no fire alarms, and the space was not intended to be a bedroom. They further testified that damages were found throughout the unit and provided photographic evidence showing damage to a window, the front door, hallways, interior walls, interior doors, and the condition of the basement (LL#4).
13. The landlord submitted a copy of written request for repairs (LL#5), dated 9-June-2025, with an affidavit of service confirming that the tenant was served the request on that same day (LL#6). The request required the tenant to complete repairs by 13-June-2025.
14. The landlord's representatives testified that they attended the property on 13-June as per their agreement for follow-up inspections. However, the tenant was not present, and they could not gain access to the unit to check if the repairs were fixed. On 16-June they tried to enter the premises again, however, could not reach the tenant. They stated that the only visible area from the outside was the front door, which remained unrepaired.
15. On 9-July the landlord's representative testified that they saw the tenant outside the premises and asked him to contact the landlords to discuss the repairs that were inquired to be completed. However, the tenant never reached out to them. The landlord's representatives believe that the tenant's refusal to engage with them indicates that the repairs were never completed, and that the unit remained in the same condition.
16. The landlord is therefore seeking vacant possession of the residential premises.

Analysis

17. 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.

18. I accept the landlord's representatives' statements and documentary evidence, as the tenant was not present or represented at the hearing to provide testimony.

19. I accept that when the landlord's representative first entered the unit on 9-June with an inspection, the unit was in an unclean condition with damages. I accept that the evidence presented by the landlord shows that the landlord provided the tenant with a request for repairs on 9-June, with a deadline of 13-June. I asked why the landlord find this timeframe to be reasonable to complete the removing bedroom in the basement, repairs and window replacement to front door and interior doors replacement, repair holes in the walls and as per their request. The landlord's representative testified that the window repair would take approximately two hours to complete, front door and interior doors replacement would take approximately four to five hours, basement clean-up would take few hours and wall repairs shall take two days to plaster, dry, sand and paint therefore they believe the timeframe provided was reasonable to complete the repairs. I find this explanation credible.

20. I accept the landlord's representative's testimony that they were unable to gain access to the unit on two occasions to verify whether the tenant had completed the requested repairs. I further accept the landlord's representatives' statement that on 16-June one of the required repairs – the front door – was visible from the outside and remained unfinished. Therefore, I find it reasonable to conclude that at least one of the requested repairs was not completed by the tenant.

21. Therefore, I find that the landlords acted within their rights to issue a termination notice on 16-June under the Section 22 of the Act. I further accept that the landlord complied with the requirements of service, as evidenced by their Affidavit of service confirming that the notice was posted on the door of the rental unit on 16-June. Accordingly, I find that the termination notice issued under the Section 22 of the Act on 16-June to vacate on 23-June is valid, as the landlord provided the required time frame for the tenant to vacate. Therefore, the landlord will be granted an order for vacant possession.

22. I find that the tenant should have vacated the unit by 22-June-2025.

Decision

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

Issue # 2: Hearing expenses \$20.00.

Relevant Submission

24. 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#7).

Analysis

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

Decision

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

Summary of Decision

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

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

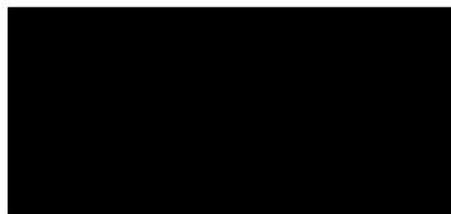
29. The tenant shall vacate the property immediately.

30. 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.

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

September 18, 2025

Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office