

## Residential Tenancies Tribunal

Application 2025-0703-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 11-September-2025 at 9:15 am.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, was represented by [REDACTED] and [REDACTED], who attended via 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. The landlords submitted an affidavit (LL#1) with their application stating that they had served the tenant with notice of the hearing personally on 27-August-2025 at 3:30 pm. 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.

### Issues before the Tribunal

5. Should the landlord's claim for an order of vacant possession succeed?

### Legislation and Policy

6. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018* (the *Act*).

7. Also considered and referred to in this decision are sections 22 and 34 of the *Act*, as follows:

**Notice where tenants obligations 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.

**Requirements for notices**

34. A notice under this Act shall

- (a) be in writing in the form prescribed by the minister;
- (b) contain the name and address of the recipient;
- (c) identify the residential premises for which the notice is given; and
- (d) state the section of this Act under which the notice is given.

**Issue 1: Vacant Possession**

8. To receive an order of vacant possession, a landlord must have provided a valid termination notice. To be valid, a termination notice must comply with all relevant sections of the *Act*. The landlord provided a termination notice (LL#2) which they say they provided to the tenant.
9. LL#2 is in writing in the form prescribed by the minister. It contains the name and address of the recipient. It identifies the residential premises for which it was given. It states it was given under s. 22 of the *Act*. It therefore complies with s. 34.
10. LL#2 was signed by a representative of the landlord. It states the date on which the rental agreement is to terminate. It was served on the tenant by posting on their door in accordance with s. 35(2)(c) of the *Act*, and affidavit was provided to that effect (LL#3). It therefore complies with s. 22(3).

11. The landlord testified that an inspection was performed on the premises on 26-June-2025. They took pictures of the premises, which can be seen in LL#4. These photos show the premises are in a state of extreme disrepair. They also testified that because of this, a landlord's request for repairs (LL#5) was posted to the tenant's door on the same date. This request asks the tenant to complete 7 repairs by 9-July-2025. These repairs include restoring a bathroom fan, repairing holes in walls throughout, repairing or replacing the stairway railing, replacing the removed smoke alarms, repairing several doors, repairing kitchen cupboards, and removing a fire pit.
12. The landlord testified that on 9-July-2025 a follow-up inspection was performed and more photos were taken (LL#6). These photos show no change from the previous inspection. According to the testimony provided, the only repair made was the restoration of a single fire alarm in the entire 3-bedroom house.
13. LL#5 constitutes a landlord's request for repairs in accordance with s. 22(1).
14. The tenant failed to complete the repairs within a reasonable amount of time, and this is what led to LL#2 being issued. LL#2 was issued on 9-July-2025 and gives a termination date of 15-July-2025, which is not less than 5 days later. It therefore complies with s. 22(2) of the *Act*.
15. LL#2 complies with all relevant sections of the *Act* and is therefore valid.

### **Decision**

16. A valid termination notice was issued which gives a move out date of 15-July-2025. The rental agreement terminated on that date. Insofar as the tenant is still residing at the premises, she is doing so illegally.
17. The landlord's application for an order of vacant possession succeeds.

### **Summary of Decision**

18. The tenants shall vacate the premises immediately.
19. The tenants 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.
20. The landlord is granted an order of possession.

12-September-2025  
Date

  
Seren Cahill  
Residential Tenancies Office