

Residential Tenancies Tribunal

Application 2025-0724-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:11 a.m. on 15-October-2025.
2. The applicant, [REDACTED], represented by [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 their application stating that they had served the tenant with the notice of hearing personally at the residential premises on 1-October-2025 (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 19-August-2022. Rent is \$263.00 per month, due on the first day of each month. A security deposit was never paid.

Issues before the Tribunal

6. The landlord is seeking:
 - An order for vacant possession of the rented premises
 - Hearing expenses \$20.00

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*.
8. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 10; Statutory conditions and Section 22; Notice where tenant’s obligation is not met. Also, relevant and considered is the

following section of the *Residential Tenancies Policy Manual*: Section 12-1: Recovery of costs.

Issue # 1: Vacant Possession of the Rental Premises

Relevant Submission

9. The landlord submitted a copy of a termination notice that was given on a *Landlord's Notice to Terminate Early – Cause* form (LL#2). The notice was issued to the tenant on 6-August-2025 under Section 22; Notice where tenant's obligation is not met, to vacate on 12-August-2025.

Landlord's and Tenant's Positions

10. The landlord's representative testified that there is damage to the unit and they submitted photographs to support the claim (LL#3), and she testified that they gave the tenant a list of the items that needed to be repaired / replaced on a *Landlord's Request for Repairs* form dated 24-July-2025 to be completed by the 6-August-2025 (LL#4). The items requested are as follows:

- 1). *Cupboards in kitchen repaired and brought to quality standards*
- 2). *Front door including frame, window and door repaired*
- 3). *Active smoke alarms in all bedrooms and each floor*
- 4). *Replace bedroom and closet door*
- 5). *Replace railing for basement stairwell*
- 6). *Clear path to electric panel box*
- 7). *Repair vanity in bathroom*
- 8). *Repair drywall in bedroom and hallway*
- 9). *Repair both windows in living room*

11. The landlord's representative testified that they gave the tenant the above noted list of items to be repaired / replaced on 24-July requesting the work to be completed on or by 6-August and also gave the tenant a notification to enter the premises on 6-August. The landlord's representative testified that she attempted to visit the unit on 6-August but was denied access. The landlord's representative stated that she made several attempts to enter the unit but was unsuccessful each time and she testified that the exterior work to the unit was not completed as requested and she submitted photographs to support the claim (LL#5). The landlord's representative stated that they gave the tenant an eviction notice on 6-August-2025 as the tenant had not complied with their request and they are seeking vacant possession of the rented premises.

12. The tenant did not dispute that the exterior work to the unit had not been completed to date, however she testified that most of the interior work has been completed and she stated that she needed more time to have the work done as it was hard to find someone to help her and she also stated that the cost was a burden on her right now.

Analysis

13. The relevant subsections of Section 22 of the *Residential Tenancies Act, 2018* state:

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 specific date not less than 5 days after the notice has been served.

14. The relevant subsections of Section 10 of the *Residential Tenancies Act, 2018* state:

Statutory Conditions

10. (2) Obligation of the tenant -The tenant shall keep the residential premises clean, and shall repair damage caused by a wilful or negligent act of the tenant or a person whom the tenant permits on the residential premises.

In accordance with Sections 10 and 22 of the *Act* as stated above, the tenant had an obligation to keep the residential premises clean and damage free. I accept the landlord's testimony that there were damages to the unit caused by a wilful or negligent act of the tenant or a person whom the tenant permitted on the premises. I asked the landlord's representative how they served both the termination notice and the request for repairs form and she responded that they served both personally by posting to the door.

I do not accept the tenant's testimony that any of the interior work has been completed to date as she was unable to support her testimony and as it is evident that the exterior work has not been completed either, I find that the termination notice submitted by the landlord was given in good faith. The notice meets the requirements of not less than 5 days after the notice had been served, and as such I find that the termination notice is a valid notice, and I find that the tenant should have vacated the premises on 12-August-2025.

Decision

15. The landlord's claim for vacant possession of the rented premises succeeds.

Issue # 2: Hearing Expenses \$20.00

16. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#6). In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, filing fees can be claimable costs. As the landlord's claim for losses has been successful, I find that the tenant is responsible for the hearing expenses.

Decision

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

Summary of Decision

18. The tenant shall pay the landlord \$20.00 to cover hearing expenses.
19. The tenant shall vacate the property immediately.
20. 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.
21. The landlord will be awarded an Order of Possession.

October 21, 2025

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office