

Residential Tenancies Tribunal

Application 2025-0727-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:20 a.m. on 18-September-2025.
2. The applicant, [REDACTED], represented by [REDACTED], [REDACTED] and [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.
4. The initial claim 2025-0722-NL was dismissed and unmarked as a counterclaim to 2025-0727-NL, as the applicant in that matter did not attend the hearing.

Preliminary Matters

5. 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.
6. 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 29-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.
7. There is a written month-to-month rental agreement which commenced on 15-April-2016. Rent is \$263.00 per month due on the first day of each month. A security deposit was not collected.
8. The landlord’s representative amended their application to include hearing expenses of \$20.00.

Issues before the Tribunal

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

Legislation and Policy

10. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
11. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 22: Notice where tenant's obligation not met and Section 12-1 of the *Residential Tenancies Policy: Costs*.

Issue # 1: Vacant Possession of the Rented Premises

Relevant Submissions:

12. 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 7-August-2025, with a termination date of 15-August-2025 (LL#2). The landlord submitted an Affidavit of service stating that the termination notice was served personally at the residential premises on 7-August-2025 (LL#3).

Landlord's Position:

13. The landlord's representative stated that the tenant was informed that an inspection of the rental unit would be conducted on 25-July-2025. During the inspection, the unit was found to be in a damaged and unclean condition. The landlord submitted photographic evidence to show the condition of the unit to support their claim (LL#4).
14. According to the landlord's representative, on the same day they issued a written request for repairs (LL#5). The request required the tenant to complete the following repairs by 5-August-2025, as follows:
 - *Replace the front interior porch door;*
 - *Replace the glass insert on the back exterior door;*
 - *Install all smoke detector devices and ensure they were in working condition;*
 - *Patch drywall holes in the upstairs hallway and bedrooms;*
 - *Remove all carpet debris and contaminated items from the basement floor.*

The landlord submitted an Affidavit stating that they served the request for repairs by posting on the door of the unit on the same date (LL#6).

15. The landlord's representative also stated that on 25-July-2025, the tenant reported the hot water boiler had stopped working approximately one month earlier, but the landlords had not been notified of this issue before the inspection. They noted that access to the boiler was required for repairs, but the basement was filled with mold, garbage, and debris, preventing safe access.
16. The landlord's representative testified that following the repair request, the tenant asked for an additional day to complete the repairs. The landlord's representative therefore

rescheduled their follow-up inspection to 6-August-2025. At that inspection, they observed that one door had been removed, and one hole in the wall had been partially patched. However, they stated that the unit remained in poor condition and the required repairs had not been completed. They submitted photographic evidence from follow-up inspection to support their claim (LL#7).

17. The landlord is therefore seeking vacant possession of the residential premises.

Analysis

18. 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.

19. I accept the testimony of the landlord's representatives' 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 conducted inspection on 25-Jul-2025, the unit was in an unclean condition and that the interior door was damaged, glass on the door was broken, smoke detectors were missing, multiple holes in the walls were present, and that waste, garbage and other untidy personal belongings were present in the basement.

20. I further accept that on the same day, 25-July-2025, the landlord issued a request for repairs and served it in accordance with the requirements of the *Act* by sticking to the door of the unit. I asked the landlord's representative why they believed the time frame provided to the tenant for the repairs was reasonable. They explained that they expect approximately half a day for the door replacement, another half day for the glass insert, another half day for the installation of smoke detectors, two to three days for drywall repairs as these required plastering, sanding, drying, and painting, and two days for the removal of garbage and debris from the basement. They further explained that, at the tenant's request, they extended the deadline by one additional day and therefore returned on 6-August-2025, instead of 5-August-2025, to conduct the follow-up inspection. Therefore, I find that the timeframe provided by the landlord to complete the repairs was reasonable.

21. I accept that, according to the photographs entered into evidence, the landlords were able to demonstrate the condition of the unit at follow-up inspection on 6-August-2025, and show

that the repairs had not been completed as required. As the tenant was not present to provide their evidence, I accept the landlord's testimony that the damages existed in the unit and that they occurred during the tenancy. Accordingly, I find that the landlord was within their rights to issue a termination notice.

22. 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 7-August-2025 was served personally to vacate the rental unit on 15-August-2025 is valid. Accordingly, the landlord will be awarded an order for vacant possession of the rental premises.

23. I find that the tenant should have vacated the unit by 15-August.

Decision

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

Issue # 2: Hearing expenses \$20.00.

Relevant Submission

25. 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

26. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual: Costs*, as the landlord's claim was successful as per paragraph 24, the landlord will be awarded with \$20.00.

Decision

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

Summary of Decision

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

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

30. The tenant shall vacate the property immediately.

31. 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.

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

September 26, 2025

Date


Oksana Tkachuk, Adjudicator
Residential Tenancies Office