

Residential Tenancies Tribunal

Application 2025-0861-NL and 2025-0893-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 16-October-2025 at 1:51 pm.
2. The applicants of the initial claim, [REDACTED] and [REDACTED], hereinafter referred to as the tenants, attended via teleconference.
3. The respondent and counter-applicant, [REDACTED], hereinafter referred to as the landlord, also attended via teleconference.

Preliminary Matters

4. Due to an error, each application was originally scheduled for a separate day despite concerning the same subject matter. The parties each acknowledged that they were prepared to proceed with both applications.
5. The tenants applied to determine the validity of a termination notice. The landlord applied for an order of vacant possession based on the same termination notice. Both issues will be determined together.

Issues before the Tribunal

6. Should the tenant's claim for an order of vacant possession succeed?

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 (the *Act*).
8. Also considered and referred to in this decision are sections 21 and 34 of the *Act*, as follows:

Notice where premises uninhabitable

21. (1) Notwithstanding subsection 18(1) and paragraph 18(3)(a), where a landlord contravenes statutory condition 1 set out in subsection 10(1), the tenant may give the

landlord notice that the rental agreement is terminated and the tenant intends to vacate the residential premises effective immediately.

(2) Notwithstanding subsection 18(2) and paragraph 18(3)(b), where an action of, or a failure to act by, a tenant makes a residential premises unfit for habitation, the landlord may give the tenant notice that the rental agreement is terminated and that the tenant is required to vacate the residential premises effective immediately.

(3) In addition to the requirements under section 34, a notice under this section shall

- (a) be signed by the person providing the notice;
- (b) state the date on which the rental agreement terminates and the tenant intends to vacate the residential premises or the date by which 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: Validity of Termination Notice / Vacant Possession

9. To receive an order for vacant possession, a landlord must submit 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 labeled LL#1.
10. LL#1 is in writing in the form prescribed by the minister. It contains the name and address of the recipients (there is an error in one of the names, but there was no confusion as to whom it regarded). It identifies the premises for which it was given. It identifies as being given under s. 21(2) of the *Act*. It therefore complies with s. 34 of the *Act*.
11. LL#1 was signed by the landlord who provided it. It states the date on which the rental agreement terminates. It was served on the tenants personally in accordance with s. 35(2)(a). It therefore complies with s. 21(3) of the *Act*.
12. The only remaining question is whether an action or failure to act by the tenants made the premises uninhabitable. Parties agree that the NL Power bill was in the tenants' name and that the electricity was disconnected on 18-July-2025 due to nonpayment. This is the basis on which the landlord issued the notice. The tenants argue that this was the fault of the landlord.

13. The tenants testified that the landlord sometimes operates a small electric sawmill for his personal use which connects to their electricity meter. They further say that the landlord has never reimbursed them for any of the electricity costs except for one event in the past year, at which time he waived two months' unpaid rent valued at \$1000.00 total. The tenants say they fell behind on the Power payments purely because of the landlord's alleged failure to reimburse them for the electricity he used.
14. The landlord argues that the electricity he uses on their meter is minimal, and the usage over about 4 and a half years amounts to significantly less than the \$1000.00 he effectively gave towards their bill.
15. The tenants provided pictures of their power bills from March to August 2025 (T#1-T#8). In March, they were charged \$563.87. In June they were charged \$267.62. In July they were charged \$263.25. In August they were charged \$223.51. They testified that the landlord used the mill significant in March but little in the summer months.
16. The landlord suggested that the tenants' power bill was due to them engaging in inefficient energy practices, such as leaving the windows open while the heat is on. The tenants denied this but admitted that the premises are energy inefficient and heat poorly. I accept that at least some of the increased energy bill during the winter must be for the tenants own heating usage.
17. The tenants testified that when the electricity was disconnected, the outstanding bill was nearly \$2500.00. They said the last payment they made was in April or May 2025.
18. Considering all of the evidence in its totality, I find on a balance of probabilities that the tenant's failure to pay the power bill caused the power to be disconnected. I do not find that this failure was wholly a result of the landlord's use of electricity on their meter. By their own testimony, they made no payments whatsoever from at least March onwards. I therefore conclude that even if the landlord had not been using any of the electricity, it still would have been disconnected.
19. LL#1 is valid.

Decision

20. A valid termination notice was issued which gives a move out date of 22-September-2025. The rental agreement terminated on that date. Insofar as the tenant is still residing at the premises, they are doing so illegally.
21. The landlord's application for an order of vacant possession succeeds.

Summary of Decision

22. The tenant shall vacate the premises immediately.
23. The tenant 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.

24. The landlord is granted an order of possession.

20-October-2025
Date


Seren Cahill
Residential Tenancies Office