

## Residential Tenancies Tribunal

Application 2025-0889-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 9:03 a.m. on 27-October-2025.
2. The applicant, [REDACTED], represented by [REDACTED] ([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 his application stating that he had the tenant served with the notice of hearing electronically by email on 4-October-2025 (LL#1). The tenant confirmed receipt of the document. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There is a fixed term rental agreement which commenced on 1-May-2025. Rent is \$1200.00 per month, due on the first day of each month. A security deposit of \$900.00 was paid on 6-April-2025 and is in the landlord’s possession.

### Issues before the Tribunal

6. The landlord is seeking:
  - An order for vacant possession of the rented premises.

### 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.

## 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 15-September-2025 under Section 22; Notice where tenant's obligation is not met to vacate on 21-September-2025.

### Landlord's and Tenant's Positions

10. The landlord's representative testified that the unit is in a poor state of cleanliness which was initially identified during a regular inspection dated 14-August-2025 at 2:50pm. The landlord's representative also stated that there are non-functional lights in the unit and broken window blinds which need to be repaired. The landlord submitted a copy of the inspection report with photographs to support that the tenant was not in compliance with the lease agreement (LL#3). The landlord's representative followed up with an email dated 7-September outlining their concerns and requested that the issues be addressed immediately with a 1-week timeframe to resolve the issues and conduct a follow up inspection (LL#4). The landlord identified the issues as follows:

- 1). *Dirty countertops and soiled dishes all over – fear pest propagation*
- 2). *Dirty stove that requires cleaning*
- 3). *Messy dining area with clutter including leftover food and soiled dishes*
- 4). *Possible smoking within the unit*
- 5). *Non-functional lightening in kitchen and bedroom*
- 6). *Possible over-occupancy*
- 7). *Food left in bedroom*
- 8). *Broken window blinds in kitchen and living room*

11. The landlord's representative testified that they attempted to conduct the follow up inspection dated 15-September, however they were denied entry to the unit by the tenant who was home at the time. The landlord's representative stated that they were able to take interior photographs of the kitchen area through the windows to confirm that the tenant had not complied with their request to clean the unit, and she submitted a copy of the photographs to support the claim (LL#5).

12. The tenant did not dispute that the unit was dirty, nor did he dispute that it was still dirty at the time the landlord wished to conduct their follow up inspection. The tenant testified that he did not allow access to the unit as the landlord failed to provide him with a written notice as to when the inspection would take place, and it was not a good time for him. The tenant testified that his work schedule was demanding, which prevented him from completing the work in a timely fashion. The tenant stated that he retained the assistance of a friend to help with the cleaning, however she was unavailable at that time due to personal reasons, and he stated that she has since been available, and the unit is now clean. As for the damages as listed by the landlord, the tenant disputed that

he caused any damages to the lights or the blinds and he stated that the light shade was just removed from the light fixture, not broken.

## 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 the unit was dirty beyond normal daily living, and I accept that the blinds were damaged, and the light shade was missing. 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 electronically by email and the tenant confirmed same.

I do not accept the tenant's testimony that his work schedule was an excuse not to maintain the property in a fair state of cleanliness and to comply with the rental agreement. I find that the landlord's representative was able to show that the tenant has contravened Section 10 of the *Act*, and she was able to show that the landlord gave the tenant ample time to rectify the problem, which he failed to do. For those reasons, I find that the landlord had a right to give a termination notice under Section 22 of the *Act*.

The termination 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 21-September-2025.

## Decision

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

16. The tenant shall vacate the property immediately.

17. 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.

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

October 29, 2025

Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office