

Residential Tenancies Tribunal

Application 2025-0938-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 2:00 p.m. on 4-November-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, was represented by [REDACTED] (LL#1), who attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” attended via teleconference.
4. [REDACTED] was called into the hearing as a witness on the landlord’s behalf.

Preliminary Matters

5. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing electronically via email on 17-October-2025 (LL#2). The tenant confirmed receiving the notice of the hearing on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service, I proceeded with the hearing.
6. There is a written fixed term rental agreement which commenced on 14-September-2025. Rent is \$600.00 per month due on the first day of each month. A security deposit of \$450.00 was collected on 8-September-2025 and is still in the landlord’s possession.

Issues before the Tribunal

7. The landlord is seeking:
 - An Order for Vacant Possession of the rented premises

Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
9. 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.

Issue # 1: Vacant Possession of the Rented Premises

Relevant Submissions:

10. 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 6-October-2025, with a termination date of 12-October-2025 (LL#3).

Landlord's Position:

11. The landlord's representative stated that they issued a termination notice under Section 22 of the *Act* due to the tenant's alleged failure to keep the premises clean. The landlord's representative stated that they received complaints from another tenant residing in the unit regarding unclean conditions in the shared kitchen, as well as frequent activation of the smoke alarms due to the tenant's cooking practices, including leaving food unattended while cooking. The landlord submitted photographs showing the uncleanliness in the kitchen and video recording demonstrating the smoke alarm going off (LL#4). The landlord's representative also submitted copies of emails sent to the tenant, requesting that they maintain the shared areas in a tidier manner. According to the landlord's representative, the tenant never responded to those emails.
12. The landlord is therefore seeking vacant possession of the residential premises.
13. The landlord called in the witness.

Witness's statement:

14. The witness is renting two rooms in the three-room basement apartment. He stated that one of the rooms is rented by the tenant in question. The witness stated that tenant's behaviors made the shared areas unpleasant to use. The witness described the following issues in the shared kitchen area:
 - The tenant leaves unclean dishes and pots in the sink.
 - The tenant uses large amounts of oil and does not clean the stove or countertops after cooking.
 - The tenant left an onion in the kitchen, which caused a strong, unpleasant odor.
 - The tenant used a sponge and then placed it into clean utensils, creating hygiene concerns.
 - On three to four occasions, the tenant burned food while cooking, causing significant smoke in the unit and smoke alarm was activated.

Tenant's Position:

15. The tenant acknowledged receiving a termination notice on that date, however disputed the allegations of untidiness and stated that he always cleans up after cooking and has never left food unattended while using the kitchen and added that slightly burnt food is not a criminal matter. He also expressed concern that the witness took photos of his food without consent, which he considers a breach of his personal privacy. The tenant also denied ever placing a sponge among cleaned utensils. The tenant believes the witness is fabricating claims against him. The tenant further stated that there have been no issues with cleanliness in the shared kitchen, and that the smoke alarm was triggered only once due to a lack of instruction on how to operate it, for which he apologized.

Analysis

16. 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.

17. I find that the landlord complied with the notice requirements by providing the appropriate time frame. Therefore, the termination notice dated 6-October-2025, which was served electronically and required the tenant to vacate the rental unit by 12-October-2025, is valid from a timeliness perspective. Accordingly, the reasons for termination must now be analyzed.

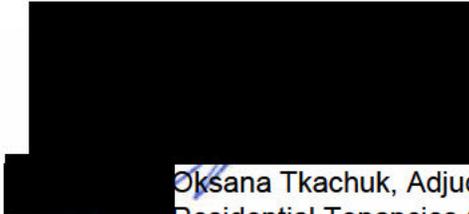
18. While I accept the landlord and witness statements and acknowledge the photographic evidence showing some untidiness in the shared kitchen, I find that the level of uncleanliness showed is not significant enough to warrant an order for vacant possession. I also accept that the landlord sent emails to the tenant requesting improved tidiness in the kitchen. However, differences in cleanliness standards and lifestyle preferences are expected in shared accommodations, and the evidence presented does not demonstrate a serious or disruptive condition and does not amount to a level of concern that would justify eviction.

Decision

19. The landlord's claim for an order for *vacant possession* of the rented premises does not succeed.

November 7, 2025

Date


Oksana Tkachuk, Adjudicator
Residential Tenancies Office