

Residential Tenancies Tribunal

Application 2025-1031-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 1-December-2025 at 2:01 pm.
2. The applicants, [REDACTED] and [REDACTED] hereinafter referred to as the landlords, were represented at the hearing by [REDACTED], who attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, did not attend.
4. The landlord called one witness, [REDACTED], who also attended via teleconference.

Procedural History

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. The landlord submitted an affidavit (LL#1) with their application stating that they had served the tenant with notice of the hearing by registered mail on 13-November-2025 at 12:06 pm. The appropriate supporting documents were also provided, including the tracking number [REDACTED]. 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.

Issues before the Tribunal

6. Should the landlord'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 22, 24, and 34 of the *Act*, as follows:

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.

Notice where tenant contravenes peaceful enjoyment and reasonable privacy

24. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b), where a tenant contravenes statutory condition 7(a) set out in subsection 10(1), 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.

(2) 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.

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: Vacant Possession

9. To receive an order for vacant possession, a landlord must provide 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 (LL#2 page 3) dated 23-September-2025.
10. The termination notice is in writing in the form prescribed by the minister. It contains the name and address of the recipient. It identifies the residential premises for which it was given. It states that it was given under sections 22 and 24 of the *Act*. It therefore complies with s. 34.
11. The notice was signed by the landlord. It states the date on which the rental agreement is to terminate. It was served on the tenant personally in accordance with s. 35(2)(a) of the *Act*. It therefore complies with s. 22(3) and s.24(2).
12. Statutory condition 2 under s. 10(1) of the *Act* reads as follows:

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 of a person whom the tenant permits on the residential premises.
13. The landlords provided a photograph (LL#3) they testify was taken on 18-September-2025. It shows a very large amount of garbage, far more than could fit in a single dumpster, on the lawn on the premises. The landlords testify that it was left there by the tenant. This is a failure to keep the premises clean, and therefore a violation of statutory condition 2, above.
14. LL#2 page 1 shows a letter that was provided to the tenant by the landlord on 18-September-2025. This letter specifically references the tenant's obligation to keep the premises clean and instructs the tenant to remove the offending garbage within three days. It specifies that failure to comply may result in a notice to terminate the tenancy. This constitutes notice to comply with the statutory condition as per s. 22(1).
15. The landlord testified that three days later, there was no change. They provided another photo, LL#4, which was taken on 23-September-2025, and shows that all the garbage is still there, apparently untouched. I find that the tenants failed to remedy the contravention or take meaningful steps towards doing so within three days or a reasonable amount of time.
16. The termination notice was issued in response to the above failure. It specifies a move out date of 30-September-2025, which is not less than 5 days.

Decision

17. The notice dated 23-September-2025 complies with all relevant sections of the *Act* and is therefore valid under s. 22. As it has been determined to be valid under s. 22, it is not necessary to determine whether it is also valid under s. 24.

Summary of Decision

18. The valid termination notice gave a move out date of 30-September-2025. The landlord's application for an order of vacant possession succeeds.
19. The tenant shall vacate the premises immediately.
20. The tenants 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.

2-December-2025

Date



Seren Cahill
Residential Tenancies Office