

## Residential Tenancies Tribunal

Application 2025-1143-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 15-January-2026 at 2:00 pm.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, was represented at the hearing by [REDACTED], [REDACTED], and [REDACTED], who all attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, did not attend.

### Procedural History

4. 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 landlords submitted an affidavit (LL#1) with their application stating that they had served the tenant with notice of the hearing by prepaid registered mail on 15-December-2025 at 11:45 am. The tracking number [REDACTED] was provided, and checking it revealed that a notice was left at the rental premises with instructions on how to pick it up. 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

5. Should the landlord's claim for an order of vacant possession succeed?

### Legislation and Policy

6. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018* (the *Act*).

7. 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.

**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**

8. In order to receive an order of vacant possession, a landlord must provide a valid termination notice. The landlord provided LL#2.
9. LL#2 is in writing but is not in the form prescribed by the minister. In accordance with s. 22(f) of the *Interpretation Act*, RSNL 1990 c I-19, not being in the prescribed form does not render it invalid. It contains the name and address of the recipient. It identifies the residential premises which it regards. It states it is given under s. 22 of the *Act*. It therefore complies with s. 34.
10. LL#2 is signed by a representative of the landlord. It states the date which the tenant is to vacate, 19-December-2025. It was served on the tenant on 11-December-2025 by placing it on his door, in accordance with s. 35(2)(c) of the *Act*. It therefore complies with s. 22(3).

11. The landlord provided pictures LL#3. These pictures show the premises in a poor state of repairs on the date of 12-November-2025. Among other things, a broken kitchen window can be seen and the glass is missing from the front door. This shows a failure by the tenant to maintain the premises and repair damage caused by the tenant or a person whom the tenant permits on the residential premises, in violation of statutory condition 2 set out in s. 10(1).
12. The landlord's representative testified that they provided written notice to repair damage on 19-November-2025 by placing it on the tenant's front door, in accordance with s. 35(2)(c) of the *Act*. This was provided as LL#6 and LL#7. The notice complies with all of s. 34 of the *Act* and asks the tenant to repair, among other things, the kitchen window and front door glass insert by 27-November-2025. This constitutes a written notice as described in s. 22(1). The landlord's representatives testified they received no communication from the tenant nor did he attend their office when invited.
13. The landlord's representatives testified that they felt unsafe returning to the premises but took some photos from outside on 8-December-2025. These photos, provided as LL#8, show that the front door and kitchen window are in the same condition as they were on 19-November-2025, if not worse. I therefore infer that the tenant made no effort to effect the requested repairs.
14. This led to the notice LL#2 being issued on 11-December-2025. It provides a move out date of 19-December-2025, which is not less than 5 days after it was served. LL#2 therefore complies with s. 22(2).

### Decision

15. LL#2 complies with all relevant provisions of the *Act* and is therefore valid.

### **Summary of Decision**

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

20-January-2026

Date

  
Seren Cahill  
Residential Tenancies Office