

Residential Tenancies Tribunal

Application 2026-0020-NL

Pamela Pennell
Adjudicator

Introduction

1. The Hearing was called at 9:16 a.m. on 11-February-2026.
2. The applicant, [REDACTED] represented by [REDACTED] hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” did not attend.

Preliminary Matters

4. The tenant was not present or represented at the hearing and I was able to reach her by telephone at the start of the hearing, at which time she declined participation. 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 she has been properly served. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing personally at the residential premises on 22-January-2026 (LL#1). In accordance with the *Residential Tenancies Act, 2018* this is good service. 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 her absence.
5. There is a written month-to-month rental agreement which commenced on 17-July-2013. Rent is \$765.00 per month due on the 15th day of each month. A security deposit of \$275.00 was paid on 17-July-2013 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 is the following section of the *Residential Tenancies Act, 2018*: Section 20: Notice where material term of an agreement contravened.

Issue # 1: Vacant Possession of the Rented Premises

Relevant Submissions:

9. The landlord submitted a copy of a termination notice given under Section 20: Notice where material term of agreement contravened. The notice is signed and dated for 18-November-2025, with a termination date of 14-January-2025 (LL#2). A clerical error was made on the notice, and I accept that the date to vacate was intended to be 14-January-2026.

Landlord's Position:

10. The landlord's representative testified that the tenant has been smoking in the unit, and she stated that it has been going on for some time even after allowances were made to encourage the tenant to smoke in a smoke free zone only located outside the building. The landlord's representative stated that smoking in the unit contravenes paragraph 15 of the addendum to the rental agreement and the landlord submitted a copy of the rental agreement to support the claim (LL#3).
11. The landlord submitted copies of emails dating back to 2023 to support their claim that the tenant has been continuously smoking in the unit (LL#4), and after many warnings, the landlord submitted a recent formal warning dated 12-November-2025 (LL#5) acknowledging that failure to adhere with the "no-smoking" rules will result in eviction. The landlord's representative testified that she visited the tenant's unit on 17-November to inspect the unit, and she testified that the tenant was still smoking in the unit which resulted in the termination notice with cause that was issued on the following day. The landlord testified that the emails submitted also show that the smoking has continued through November, December and into January and she stated that the landlord is seeking vacant possession under Section 20 of the Act.

Analysis

12. Section 20 of the *Residential Tenancies Act, 2018* states:

Notice where material term of agreement contravened

20. (2) Notwithstanding subsection 18(2) and paragraph 18(3)(b), where a tenant contravenes a material term of a rental agreement, the landlord may give the tenant written notice of the contravention, and if the tenant fails to remedy the contravention within a reasonable time after the notice has been served, the landlord may give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential premises.

(3) Where the landlord gives a tenant notice under subsection (2) that a rental agreement is terminated, the notice shall be given

(b) not less than one month before the end of a rental period where the residential premises is

- i. rented from month to month,*
- ii. rented for a fixed term, or*
- iii. a site for a mobile home*

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

(a) be signed by the person giving the notice;

(b) be given not later than the first day of a rental period;

(c) state the date, which shall be the last day of a rental period, on which the rental agreement terminates and the date by which the tenant is required to vacate the residential premises; and

(d) be served in accordance with section 35.

13. In accordance with Section 20 of the Act as stated above, where a tenant contravenes a material term of a rental agreement, the landlord may give the tenant written notice of the contravention. I accept the landlord's testimony and the exhibits entered into evidence which show that the tenant has been continuously smoking inside the unit and continued to do so after the termination notice was issued. I accept that the landlord made several attempts to deal with the issue, including creating a smoke free zone on the premises for the tenant. I also accept that the tenant received a formal warning 6 days prior to the eviction notice, which she failed to comply with. I asked the landlord how the termination notice was given, and she responded that it was served personally on 18-November-2025.

14. I find that the termination notice was given not less than 1 month before the end of a rented period where the residential premises is rented from month to month, and as such I find that the termination notice is a valid notice.

Decision

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

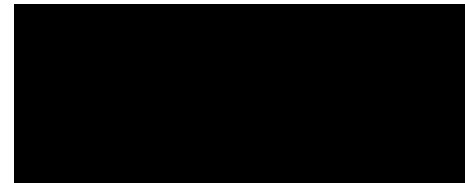
16. The tenant shall vacate the property immediately.

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.

February 20, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office