

Residential Tenancies Tribunal

Application 2026-0024-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:00 a.m. on 5-February-2025.
2. The applicant, [REDACTED] hereinafter referred to as “the landlord”, attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” was represented by [REDACTED] as per the authorized representative form submitted (TT#1).
4. [REDACTED] and [REDACTED] were called into the hearing by the landlord as witnesses.

Preliminary Matters

5. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing personally on 15-January-2026. The tenant’s representative acknowledged that the tenant was served 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 month-to-month rental agreement which commenced in late June-2025. Rent is \$1250.00 per month due on the first day of each month. A security deposit of \$937.50 was collected in mid-June-2025 and is 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 2-January-2026, with a termination date of 8-January-2026 (LL#2). The landlord stated that the termination notice was served personally at the residential premises on the same date it has been issued.

Landlord's Position:

11. The landlord testified that she resides in the same building as the tenant, along with other tenants. The tenant rents a studio apartment located in the basement of the house.
12. The landlord stated that beginning in September-2025, other tenants started to notice and complain about a strong odor coming from the tenant's unit. The landlord testified that she attempted to address the issue by contacting the tenant's case manager with the [REDACTED] in an effort to resolve the matter. The landlord submitted screenshots of text exchange to support their claim (LL#3). According to the landlord, despite these efforts, the odor from the unit continued and escalated.
13. The landlord further testified that in late December, she arranged an inspection of the rental unit. Upon entering the unit, she noticed a strong and unpleasant odor that she described as mold related. The landlord stated that during the inspection, a significant amount of food waste was found in the unit, including vegetables and bread that were severely moldy and rotten. The landlord testified that the unit was in poor condition and had not been cleaned. She stated that feces and urine were observed on the bathroom floor and that the space was not maintained in a sanitary condition. The landlord further stated that the tenant had been using a closet within the unit to collect garbage. The landlord submitted photographic evidence to support her claim (LL#4).
14. The landlord further testified that on 30-December-2025 they issued a formal Request to complete the repairs until 2-January-2026 (LL#5) as follows:
- Bathroom – shower to be cleaned;
 - Floors to be cleaned;
 - Closet to be tidied;
 - Smell in the apartment from moldy food to be eliminated.
15. The landlord testified that she believes that the timeframe provided was reasonable to complete the requested repairs. Upon entering the unit on 2-January-2026, the landlord testified that the floors had been mopped and cleaned and that the closet was organized and clean. However, the landlord stated that the bathroom had not been cleaned to an acceptable standard, as feces and urine were still observed on the bathroom floor and that the shower was not cleaned. The landlord submitted photographic evidence to support their case (LL#6).
16. The landlord further testified that the odor in the unit was still present upon entry, even though the moldy food was removed. She stated that the persistent smell remained her primary concern, as it continued to significantly affect both herself and other tenants residing in the building. She further noted that, because the building is home to tenants

from diverse cultural backgrounds, she is familiar with a wide range of cooking-related odors and spice smells. Therefore, she clarified that the odor in this case was not cooking-related; instead, she described it as a moldy, rotten-food smell. The landlord explained that the tenant's case managers had informed her that the tenant is learning to take care of himself and may have difficulties managing some aspects of daily living. The landlord stated that she believes the tenant may have developed a habit of allowing food to spoil in the unit, which she feels has resulted in the ongoing odor she continues to experience from his unit.

17. The landlord submitted sworn statements from other tenants, as well as from her friend, confirming that the mold-related odor had been emanating from the tenant's unit from mid-September to the present day to support her claim (LL#7).

18. The landlord is therefore seeking vacant possession of the residential premises.

Tenant's Representative's Position:

19. The tenant's representative confirmed that the tenant received a notice outlining the required repairs and cleaning, as well as a notice of termination, however disputed the landlord's claim regarding the presence of an ongoing odor in the unit.

20. The tenant's representative testified that they attended the unit to assist the tenant in complying with the landlord's requests regarding cleaning and maintenance of the unit and acknowledged that a social worker attended the unit to help with cleaning. The tenant's representative testified that all garbage and waste were removed from the apartment and stated that the unit was cleaned and prepared for inspection. Regarding the bathroom cleaning, they explained that, because the bathroom is a room that is regularly used, it cannot be expected to remain spotless at all times. Accordingly, they did not consider its condition to be an issue. The tenant's representative stated that ongoing support is now in place to accommodate the tenant, including regular assistance with cleaning of the unit.

21. The tenant's representative stated that they attended the unit on 1-January and did not experience any unpleasant or unusual odor at that time. They testified that the tenant is from a different cultural background and suggested that any perceived odor may have been related to cultural cooking practices or the use of spices, rather than spoiled or rotten food. The representative further stated that, as odor cannot be captured through photographs, they believe the landlord's claim regarding the continued presence of an odor is not supported by sufficient evidence.

Witness's 1 statement:

22. The witness testified that she resides at the same premises as the tenant. She stated that since mid-September, she has noticed a strong and unpleasant odor coming from the basement apartment rented by the tenant since September-2025. They explained that the last time they experienced the smell was during last weekend. The witness testified that the smell was noticeable when using the staircase and going to the deep freezer and that it became progressively stronger over time. The witness described the odor as similar to moldy food or wet clothing that had not dried properly. She stated that the smell was persistent and that it was apparent to her that it originated from the basement unit.

23. In response to questions from the tenant's representative regarding whether the odor could have been caused by cooking, the witness testified that she was familiar with the difference between cooking smells and mold-related odors. She explained that she recognizes the smell of moldy food because she has experienced a similar odor when food has been left

in a container and becomes moldy. She stated that the odor from the tenant's unit was comparable but significantly stronger.

24. The witness further testified that, in her experience, cooking odors dissipate relatively quickly, whereas the odor coming from the basement unit did not. She stated that the smell was persistent and did not fade in the same manner as food-related cooking smells. Based on her observations and experience, the witness testified that there was no possibility that the odor was caused by cooking.

Witness's 2 statement:

25. The witness testified that she is a family friend of the landlord. She stated that on 22-December-2025, she opened the tenant's unit to allow workers from Rogers to access the unit due to internet-related issues. The witness testified that upon opening the door to the tenant's unit, she immediately experienced a strong rotten odor coming from inside the unit. She described the smell as overwhelming and testified that she began gagging and was unable to remain inside the unit. The witness stated that she could not stay in the unit for any period of time due to the intensity of the odor.
26. The witness further testified that after returning home, she needed to wash all of the clothes she had been wearing, as the odor had permeated her clothing. She described the smell as persistent and stated that it lingered even after she had left the premises. The witness also testified that she experienced the same odor on several subsequent occasions while visiting her friend. She stated that the most recent time she noticed the smell was the day prior to the hearing while she was in the landlord's unit, indicating that the issue remained ongoing.
27. In response to questions from the tenant's representative regarding whether the odor could be attributable to the basement itself, the witness testified that she had been in the basement on multiple occasions prior to the tenancy, when the space was used by the landlord as a recreation room, and no odor was present at that time. She further testified that she has assisted the landlord on several occasions by placing food into a deep freezer located in the basement and stated that each time she passed the tenant's unit, she experienced the same strong, rotten odor.

Analysis

28. 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.

29. I accept the testimony of both the landlord and the tenant's representative that, following an inspection of the rental unit, the landlord issued written requests to the tenant on 30-December-2025 requiring certain repairs to be completed. I further accept that, on 2-January-2026, when the landlord determined that the required repairs had not been completed to their satisfaction, the landlord issued termination notice to the tenant under the Section 22 of the *Act due to the failure to keep premises clean and to repair damage*. I also accept the landlord's and the tenant's representative statements that both - the repair request and the termination notice were personally properly served on the tenant in accordance with the legislation on the same dates they were issued.
30. I accept the landlord's statement that the termination notice was based on the condition of the bathroom, which the landlord testified had not been cleaned to an acceptable standard, and on the continued presence of an unpleasant odor in the unit. I accept the evidence submitted by the landlord demonstrating the condition of the rental unit at the time of inspection. I further accept that the timeframe provided for the tenant to complete the required repairs and cleaning was reasonable. I accept that the landlord submitted sufficient and credible evidence showing the condition of the bathroom on 2-January-2026, including photographs demonstrating the presence of dirt, urine, and feces on the bathroom floor, as well as a shower area that remained uncleaned. While the tenant's representative argued that the bathroom is a space that is used frequently, I find that the condition observed in the bathroom exceeds what would be considered a reasonable or acceptable standard of cleanliness associated with normal use.
31. With respect to the odor in the unit, I accept that the landlord provided consistent and corroborated evidence demonstrating that she, other tenants, and her friends all experienced the same unpleasant moldy odor in the unit during the period from mid-September to the time of the hearing, as supported by the witness statements and sworn statements submitted. Based on the statements provided by the landlord and witnesses, I also accept that the odor described was not cooking-related but was instead consistent with a mold or spoiled-food odor. I therefore accept the landlord's testimony that, upon entering the unit on 2-January-2026, she detected a persistent moldy odor. The supporting statements further establish that the odor remained present even following inspections of the unit. Considering the nature of the odor described, its persistence over several months, and the consistent reports identifying it as mold or spoiled food, I find that the odor constituted a potential biohazard within the meaning of a health or safety concern in a residential premises.
32. Therefore, on a balance of probabilities, I find that the unit had a persistent odor upon entry on 2-January and that the tenant failed to fully complete the required cleaning as set out in the landlord's repair requests by that date.
33. I find that the termination notice issued under Section 22 of the *Residential Tenancies Act* is valid. The landlord complied with the notice requirements by providing the required time frame, and therefore, I find that the termination notice dated 2-January-2026, that was served personally, to vacate the rental unit on 8-January-2026 is valid. Accordingly, the landlord will be awarded an order for vacant possession of the rental premises.
34. I find that the tenant should have vacated the unit by 8-January-2026.

Decision

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

Summary of Decision

36. The landlord's claim for an Order of Possession succeeds.


37. The tenant shall vacate the property immediately.

38. 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.

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

February 9, 2026

Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office