

Residential Tenancies Tribunal

Application 2026-0551-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 2-July-2026 at 11:01 am.
2. The applicant of the initial claim, [REDACTED], hereinafter referred to as the landlord, attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, also attended by teleconference alongside his representative [REDACTED]

Preliminary Issues

4. The tenant acknowledged he was properly served.
5. This was a month-to-month lease agreement with rent set at \$900.00/month due on the 1st of each month and a security deposit of \$750.00 which was paid on 15-July-2025.
6. [REDACTED] was initially named as an additional respondent as a guarantor. The landlord testified that the initial advertisement required a guarantor, that [REDACTED] attended his meeting with the tenant, and that in doing so he held himself out as a guarantor. [REDACTED] denies acting as a guarantor or holding himself out as same. The rental agreement (L#1) names [REDACTED] only in the context of being the tenant's emergency contact. He did not sign the agreement. Considering the evidence in its totality, I am satisfied that he is not a guarantor. As a non-signatory to the rental agreement, he has no contractual relationship with the landlord and the landlord therefore cannot seek to recover from him. I therefore amend the application to remove him as a respondent.

Issues before the Tribunal

7. Should the landlord's claim for an order of vacant possession succeed?
8. Should the landlord's claim for damages succeed?

Legislation and Policy

9. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act*, 2018 (the *Act*).
10. Also considered and referred to in this decision are sections 22 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

11. To receive an order for vacant possession, a landlord must provide a valid termination notice. To be valid, a notice must comply with all relevant provisions of the *Act*. In this case the landlord provided L#2, a termination notice dated 1-June-2026.
12. L#2 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 it was given under s. 22 and s. 24 of the *Act*. It therefore complies with s. 34.

13. L#2 was signed by the landlord. It states the date on which the rental agreement terminates and the tenant is required to vacate the residential premises. It was served on the tenant by placing it in their mailbox in accordance with s. 35(2)(d) of the *Act*. It therefore complies with s. 22(3).
14. The landlord testified that on 26-May-2026 he attended the premises for an inspection, after having issued a 24-hour notice to enter. He took video footage when attending which was provided as L#3. L#3 shows several areas of the apartment that are significantly unclean to the point of being unsanitary, including a toilet and bathtub that appear to be completely smeared inside with feces. This demonstrates a failure by the tenant to keep the premises clean as required by statutory condition 2 as laid out in s. 10(1). The landlord subsequently issued a Landlord's Request to Repair (L#4) on 27-May-2026, in accordance with s. 22(1). It asks the tenant to, among other things, sanitize the bathroom by 31-May-2026. This document was placed in the tenant's mailbox, as per s. 35(2)(d).
15. The landlord testified that they attended the premises again on 31-May-2026 and that there had been no change or improvements in the unsanitary conditions. More video evidence (L#5) was provided that supports their testimony. The landlord testified that it was subsequent to this they issued L#2, as required by s. 22(1) and s. 22(2).
16. L#2 was issued on 1-June-2026 and gives a move out date of 7-June-2026, which is not less than 5 days later, as required by s. 22(2).
17. The tenant did not dispute any of the landlord's testimony or raise any defence.
18. L#2 complies with all provisions relevant to s. 22 of the *Act* and is therefore valid. I need not consider whether it is also valid under s. 24 and decline to do so.

Decision

19. L#2 is valid. The landlord's request for an order of vacant possession succeeds.

Issue 2: Damages

20. The landlord also seeks \$14,000 in damages, though no damages ledger was provided. In accordance with the Residential Tenancies Program Policy and Procedure Guide, Policy 9-003, when a landlord makes a claim for damages, they must provide sufficient evidence to establish the extent and nature of any damages, that the damage was caused by a wilful or negligent act of a tenant or a person they allowed on the premises, and the cost of repair or replacement. This should include documentary evidence wherever reasonably possible.
21. The landlord's evidence establishes the extent of much of the damages, and the tenant does not dispute causing it. However, the evidence establishing the cost of repairs is lacking. All that was provided was L#6, a video of the landlord's contractor giving an unsworn verbal statement. He estimates the repair will take about \$14,000 before taxes. His assessment seems reasonable and knowledgeable but nevertheless is largely speculative and imprecise – what one would expect in an “off-the-cuff” verbal estimate. The compensatory nature of this tribunal requires something more precise to establish

the damages. At the same time, since the landlord has not yet acquired vacant possession of the premises, his ability to have a more thorough assessment is limited.

22. The timing of this claim presents another problem as well. The tenant has not yet vacated. The damages that exist now may not be what exist when the landlord has sole possession of the property. It is entirely possible that they could be partially remedied or rendered worse by the time the tenant vacates.
23. Based on the above, I find that the landlord's application for damages is premature. The landlord has not provided the tribunal with enough information to make a decision on the merits and, in the circumstances, it would have been impossible for them to do so.

Decision

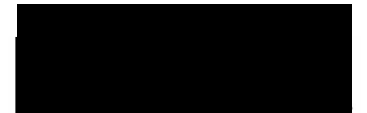
24. The landlord's claim for damages is dismissed without prejudice.

Summary of Decision

25. The tenant shall vacate the premises immediately.
26. The tenant 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.
27. The landlord's claim for damages is dismissed without prejudice.

10-July-2026

Date



Seren Cahill
Residential Tenancies Office