

Residential Tenancies Tribunal

Application 2026-0661-NL

Angie Brenton
Adjudicator

Introduction

1. Hearing was held on 25 August 2026 at 1:45 pm.
2. The applicant, [REDACTED] hereinafter referred to as the landlord, attended the hearing via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, attended the hearing via teleconference.

Preliminary Matters

4. The landlord provided an affidavit (LL#1) stating that they served the tenant of notice of hearing on 14 August 2026 at 11:09 am electronically. The landlord provided proof of transmission to the email provided by the tenant and the tenant confirmed receipt. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. The parties agreed there was a verbal rental agreement. The tenancy started on 1 June 2025 on a month-to-month term with rent payable in the amount of \$1150.00/month, due on the 1st day of each month. The tenant paid a security deposit in the amount \$862.00, and it is still retained and in the possession of the landlord.

Issues before the Tribunal

6. The landlord is seeking:
 - Order of vacant possession.

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, relevant to and considered in this decision are section 10: Statutory Conditions, and section 22: Notice where tenant's obligation not met, of the Act.

Issue # 1: Vacant Possession

Relevant Submission

9. The landlord submitted into evidence a Notice of Termination (LL#2) dated 14 August 2026 with an effective termination date of 20 August 2026. The landlord testified that the notice was served electronically and provided proof of service. The tenant acknowledged receiving the Notice of Termination.

Landlord's Position

10. The landlord testified that the rental premises required repairs when the tenant took possession. She stated that she initially offered to provide a rental reduction and arrange for a repair professional to complete the work. However, she testified that the tenant insisted on completing the repairs himself. The landlord stated that the parties mutually agreed that the tenant would complete the identified repairs in exchange for compensation, and she paid him a sum of money for that purpose. She alleges that despite the request for repairs, much of the work remains outstanding.
11. The landlord submitted a Request for Repairs dated 29 June 2026 (LL#4), which identified several repairs and requested that they be completed by 31 July 2026. The landlord testified that the tenant failed to complete the repairs as agreed and that she subsequently served the Notice of Termination.

Tenant's Position

12. The tenant stated that when he moved in there was significant damage and repairs needed to be done. He alleged that the landlord did not do a walkthrough of the premises with him and that he informed her of the repairs needed shortly after moving in. The tenant acknowledged that he agreed to complete the repairs and entered into an agreement with the landlord to complete the repairs for payment. However, he testified that the damage and broken items existed before he took possession of the rental premises and that none of the damage was caused by him. The tenant stated that additional issues became apparent as he undertook the work and that most of the repairs had been completed, although some of the work was not completed to the landlord's satisfaction.

Analysis

13. Section 10(1) of the Act, provides:

(1) Notwithstanding an agreement, declaration, waiver or statement to the contrary, where the relationship of landlord and tenant exists, there shall be considered to be an agreement between the landlord and tenant that the following statutory conditions governing the residential premises apply

...

2. Obligation of the Tenant - The tenant shall keep the residential premises clean, and shall repair damage caused by a willful or negligent act of the tenant or of a person whom the tenant permits on the residential premises

14. On balance of probabilities, I find that the damage identified by the parties existed before the commencement of the tenancy. Both parties acknowledged that repairs were required when the tenant moved into the rental premises. Pursuant to section 10 of the Act, the evidence does not show that the damages were caused by a willful or negligent act of the tenant or someone they allowed on the property.
15. I acknowledge the landlord's evidence that she offered to have the repairs completed by a tradesperson and that the tenant instead agreed to undertake the work in exchange for compensation. I further acknowledge that the parties entered a separate arrangement whereby the tenant agreed to complete certain repairs.
16. However, the tenant's agreement to complete the repairs does not establish that he caused the damage or that he contravened Statutory Condition 10(1) 2 of the Act. Subsection 10(1) provides that the statutory conditions apply notwithstanding an agreement to the contrary. While the parties may have entered into a separate arrangement regarding repairs, that arrangement does not transfer responsibility for pre-existing damage to the tenant for the purposes of section 22 of the Act. Although there may be a dispute regarding whether the tenant fulfilled his obligations under that repair arrangement, such a dispute does not establish a breach of Statutory Condition 22 of the Act.
17. The landlord did not establish that the tenant caused the damage in question, I find that the requirements of section 22 have not been met. Accordingly, the notice of termination cannot support the landlord's claim for vacant possession and does not succeed.

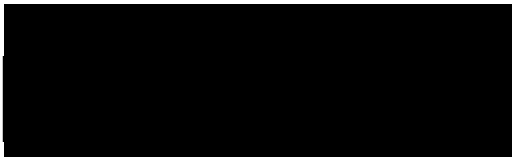
Decision

18. The landlord's claim for vacant possession does not succeed.

Summary of Decision

19. The landlord's application for an order for vacant possession does not succeed.

September 10, 2026
Date



Angie Brenton, Adjudicator
Residential Tenancies Office