

## Residential Tenancies Tribunal

Application 2025-0070-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 9:15 a.m. on 19-March-2025.
2. The applicant, [REDACTED], represented by [REDACTED], [REDACTED] and [REDACTED], hereinafter referred to as "the landlord", attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as "the tenant", attended by teleconference.

### Preliminary Matters

4. 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 4-March-2025 (LL#1). The tenant confirmed receipt of the document on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There is a written month-to-month rental agreement which commenced on 1-March-2018. Rent is \$263.00 per month, due on the first day of each month. A security deposit was never paid.

### Issues before the Tribunal

6. The landlord is seeking:
  - An order for vacant possession of the rented premises
  - Hearing expenses \$20.00

### 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*. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 10; Statutory conditions and Section 22; Notice where tenant's obligation is not met. Also, relevant and considered is the following section of the *Residential Tenancies Policy Manual*: Section 12-1: Recovery of costs.

## Issue # 1: Vacant Possession of the Rental Premises

### Relevant Submission

8. The landlord submitted a copy of a termination notice that was given on a *Landlord's Notice to Terminate Early – Cause* form (LL#2). The notice was issued to the tenant on 20-January-2025 under Section 22; Notice where tenant's obligation is not met to vacate on 27-January-2025. The landlord also submitted photographs to support their claim (LL#3).

### Landlord's Position

9. The landlord's representative testified that there is damage to the unit which occurred during the tenancy, and she testified that they gave the tenant a list of the items that needed to be repaired on a *Landlord's Request for Repairs* form dated 14-January-2025 to be completed by the 20-January-2025 (LL#4). The items requested to be repaired are as follows:
  - 1). *Remove and replace siding around the exterior door (sheathing and framing)*
  - 2). *Replace exterior door with insulation*
  - 3). *Replace interior door and framing around the door.*
  - 4). *Remove drywall around interior door, repair, frame and replace*
  - 5). *Replace front step and bedroom window.*

10. The landlord's representative, who is the [REDACTED], testified that he visited the unit on the 20-January to determine if the necessary work had been completed. He stated that some of the work had been started, which included the front door which had been replaced but the installation was not completed, the siding was partially finished but the exterior was visible from the interior, and the front step was put in place but was not secure. The landlord's representative stated that they gave the tenant an eviction notice on that date as the tenant had not complied with their request to have the repairs completed and they are seeking vacant possession of the rented premises.

### Tenant's Position

11. The tenant did not dispute that the work was not completed in full on the date requested, however she stated that she made every attempt to have the work completed but it was impossible to do so in the timeframe given and she also stated that the work got delayed due to financial constraints.

### **Analysis**

12. The relevant subsections of Section 22 of the *Residential Tenancies Act, 2018* state:

#### ***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 specific date not less than 5 days after the notice has been served.*

13. The relevant subsections of Section 10 of the *Residential Tenancies Act, 2018* state:

### **Statutory Conditions**

*10. (2) Obligation of the tenant -The tenant shall keep the residential premises clean, and shall repair damage caused by a wilful or negligent act of the tenant or a person whom the tenant permits on the residential premises.*

14. In accordance with Sections 22 and 10 of the *Act* as stated above, the tenant had an obligation to keep the residential premises damage free. I accept the landlord's testimony, and the exhibits entered into evidence that show there were damages to the unit caused by a wilful or negligent act of the tenant or a person whom the tenant permitted on the premises. I was concerned about the 6 day notice to have the repairs completed as it did not seem like a reasonable timeframe to me; however, the landlord's representative who deals with those issues on a daily basis testified that they had a contractor review the damages and give an estimate on the timeframe it would take to make the repairs and he stated that the contractor quoted them a 2-3 day timeframe. In addition to that, the landlord's representative stated that the repairs are still not completed to date which is now 2 months later.
15. I find that the termination notice submitted by the landlord meets the requirements of not less than 5 days after the notice had been served. I find that the tenant had plenty of time leading up to today's date to show that she made every effort to have the repairs completed and as for the tenants testimony that she did not have the financial means to compete the work, I find that as the tenant was negligent in causing the damage to the unit, the landlord should not have to wait for necessary repairs to be completed due to her financial situation.
16. I find that the termination notice was a valid notice, and I find that the tenant should have vacated the premises on 27-January-2025.

### **Decision**

17. The landlord's claim for vacant possession of the rented premises succeeds.

### **Issue # 2: Hearing Expenses \$20.00**

18. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#5). In accordance with Section 12-1 of the *Residential Tenancies Policy Manual*, filing fees can be claimable costs. As the landlord's claim for losses has been successful, I find that the tenant is responsible for the hearing expenses.

### **Decision**

19. The landlord's claim for *hearing expenses* succeeds in the amount of \$20.00.

## **Summary of Decision**

20. The tenant shall pay the landlord \$20.00 to cover hearing expenses.
21. The tenant shall vacate the property immediately.
22. 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.
23. The landlord will be awarded an Order of Possession.

March 25, 2025

Date

  
Pamela Pennell, Adjudicator  
Residential Tenancies Office