

Residential Tenancies Tribunal

Application 2025-0397-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:15 a.m. on 5-June-2025.
2. The applicant, [REDACTED], represented by [REDACTED] and [REDACTED], hereinafter referred to as "the landlord", attended via 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 unable to reach them by telephone at the start of the hearing. 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 they have been properly served. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing via prepaid registered mail tracking number [REDACTED] on 12-May-2025 (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 their absence.
5. There is a written month-to-month rental agreement which commenced on 11-August-2003. Rent is \$263.00 per month, due on the first of each month. A security deposit was not collected.
6. The landlord's representative amended their application to include hearing expenses of \$20.00.

Issues before the Tribunal

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

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 is not met and Section 10: Statutory Conditions, and following Section of the *Residential Tenancies Policy Manual* 12-1: Costs.

Issue # 1: Vacant Possession of the Rental Premises

Relevant Submissions

10. The landlord submitted a copy of the 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 5-May-2025 under Section 22; Notice where tenant's obligation is not met. The termination date was listed as 13-May-2025.

Landlord's Position

11. The landlord's representative submitted a list outlining their staff's actions related to the residential unit and the tenant, aiming to establish a timeline of events beginning in early 2025 (LL#3).
12. They testified that on 30-April-2025, they visited the rental unit and found it to be in very poor condition. During this visit, they conducted an inspection and took photographs to document the state of the unit (LL#4). A repair request was submitted to the tenant following this visit, and a copy of this *Landlord's Request for Repairs* was provided to support their claim (LL#5). They also submitted an affidavit of service, stating that the repair request was delivered to the tenant in person (LL#6).
13. According to the landlord's representative, on 5-May-2025 they returned to the unit and found that no cleaning or repairs had been carried out. They again took photographs to document the unchanged condition of the premises (LL#7).
The landlord is seeking an order of eviction.

Analysis

14. 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.

15. Also relevant is subsection 2 of Section 10 of the *Residential Tenancies Act, 2018* that 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.

16. I accept the landlord's representative's testimony as the tenant was not present or represented during the hearing to provide their own testimony. With regards to Section 22 as stated above, I accept the landlord's testimony that the tenant was not fulfilling her obligation to keep the premises clean. As the tenant did not comply with Section 10 of the Act as stated above, I find that the landlord was within his rights to give a termination notice under Section 22.

17. Based on the photographs presented during the hearing, it is evident that the rental unit was in a significantly unsanitary condition, with a substantial amount of garbage and waste both inside and outside the premises. The photographic evidence clearly shows damages to the walls and windows, all of which appear to remain unrepaired. Despite the landlord's request for repairs being issued to the tenant, the evidence indicates that no meaningful cleaning or repairs was carried out, specifically, the unit was not cleaned as requested, the biohazardous waste inside and outside the unit was not removed, the damaged doors, walls and windows remain unrepaired.

18. I accept the landlord's representative's testimony that the termination notice was served personally on 5-May. The termination notice given on 5-May-2025 to vacate on 13-May-2025 meets the requirements not less than 5 days after the notice has been served. For these reasons, I find that the termination notice is a valid notice. I find that the tenant should have vacated the premises by 13-May-2025.

Decision

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

Issue # 2: Hearing expenses \$20.00.

Relevant Submission

20. The landlord paid \$20.00 for the application fee and is seeking reimbursement. The landlord submitted a copy of the receipt to support the claim (LL#8).

Analysis

21. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual*: Costs, and as the landlord's claim was successful as per paragraph 19, the landlord will be awarded with \$20.00 filing fee.

Decision

22. The landlord's claim for other expenses succeeds in the amount of \$20.00.

Summary of Decision

23. The landlord's claim for other expenses succeeds in the amount of \$20.00.
24. The tenant shall vacate the property immediately.
25. 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.
26. The landlord will be awarded an Order of Possession.

June 5, 2025

Date

Oksana Tkachuk, Adjudicator
Residential Tenancies Office