

Residential Tenancies Tribunal

Application 2025-0486-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 2:00 p.m. on 13-August-2025.
2. The applicant, [REDACTED], represented by [REDACTED], hereinafter referred to as "the landlord" attended by teleconference.
3. The respondent, [REDACTED] hereinafter referred to as "the tenant" did not attend.

Preliminary Matters

4. The initial claim 2025-0469-NL was dismissed and unmarked as a counterclaim to 2025-0486-NL, as the applicant in that matter did not attend the hearing.
5. 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.
6. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing electronically via email to [REDACTED], on 25-July (LL#1). The landlord's representative confirmed that they used this email address for communication since the beginning of the tenancy. 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.
7. There is a written month-to-month rental agreement which commenced on 1-September-2023 (LL#2), however the tenant's son was renting the unit prior to April-2023, the time when the landlord took possession of the property. Rent is \$900.00 per month due on the first day of each month. A security deposit of \$400.00 was paid at the beginning of the tenancy and forwarded from the previous landlord to the current landlord in April-2023 and is in the landlord's possession.

Issues before the Tribunal

8. The landlord is seeking:
 - An Order for Vacant Possession of the rented premises.

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*.
10. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 20: Notice where material term of an agreement contravened.

Issue # 1: Vacant Possession of the Rented Premises

Relevant Submissions:

11. The landlord submitted a copy of a termination notice given under Section 20: *Notice where material term of agreement contravened*. The notice is signed and dated for 16-May-2025, with a termination date of 30-June-2025 (LL#3).

Landlord's Position:

12. The landlord's representative testified that the tenant contravened the rental agreement by failing to keep premises clean. The landlord is seeking vacant possession of the residential premises. The landlord's representative testified that they received multiple complaints from other tenants in the same building regarding the tenant's behavior and the presence of homeless individuals staying in the backyard, along with other ongoing issues. As a result, she notified the tenant of an inspection scheduled for 8-May.
13. According to the landlord's representative, on 8-May, as arranged, the landlord's representative entered the unit and found it in an extremely poor condition. The living room was covered with beer and other bottles, along with large amounts of garbage. The kitchen was in complete disarray, with sticky and dirty flooring. The backyard area was blocked with garbage, cigarette butts, and multiple trash bags. Upstairs, there was a strong odor of urine. The bathroom was full of garbage and uncleaned. One bedroom was completely covered with clothing to the extent that the floor could not be seen. The child's bedroom was also cluttered with clothing items. The master bedroom was so full of items that the door could not be opened.
14. According to the landlord's representative, the stairs leading to the basement were covered with garbage and debris. In the basement, there were numerous boxes and trash preventing access to parts of the area. The landlord submitted photographic evidence to show the condition of the unit (LL#4). In another basement room, the landlord's representative found unauthorized individuals sleeping. On the same day, the landlord submitted a request to the tenant to clean the apartment, providing an itemized list of required tasks, and gave a deadline of 16-May to complete the cleaning and some additional repairs. The copy of the request signed by the tenant was submitted to support the landlord's claim (LL#5).
15. On 16-May at 10:00 a.m., as arranged, the landlord's representative re-entered the unit. They observed that while the tenant had made some effort to clean and organize,

significant issues remained. The kitchen was still stained, the floors sticky, and garbage remained. The stairs were more cluttered with trash and items than before. The basement and additional room there remained untouched. The backyard was still covered in cigarette butts and garbage, and the odor of urine persisted. The master bedroom remained untouched, and smoke detectors were still missing. The landlord submitted request with highlighted items that remained undone to support their claim (LL#6)

16. Believing the tenant had not complied with the request, the landlord issued a termination notice on 16-May to vacate by 30-June. Following the second inspection, they also discovered additional damage, including damage to the heater, scratches on the flooring and missing pieces of flooring on the first floor that had previously been obscured by garbage.
17. The landlord is therefore seeking vacant possession of the residential premises.

Analysis

18. Section 20 of the *Residential Tenancies Act, 2018* states:

Notice where material term of agreement contravened

20. (2) Notwithstanding subsection 18(2) and paragraph 18(3)(b), where a tenant contravenes a material term of a rental agreement, the landlord may give the tenant written notice of the contravention, and if the tenant fails to remedy the contravention within a reasonable time after the notice has been served, the landlord may give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential premises.

(3) Where the landlord gives a tenant notice under subsection (2) that a rental agreement is terminated, the notice shall be given

(b) not less than one month before the end of a rental period where the residential premises is

- i. rented from month to month,*
- ii. rented for a fixed term, or*
- iii. a site for a mobile home*

(4) In addition to the requirements under section 34, a notice under this section shall

- (a) be signed by the person giving the notice;*
- (b) be given not later than the first day of a rental period;*
- (c) state the date, which shall be the last day of a rental period, on which the rental agreement terminates and the date by which the tenant is required to vacate the residential premises; and*
- (d) be served in accordance with section 35.*

19. According to the Section 7-4 of *Policy*, a breach of a material term or condition occurs when either the landlord or the tenant fails to abide by the term or condition of the rental agreement. A breach of a material term occurs when either the landlord or the tenant fails to comply with a significant part of the rental agreement. This includes failure to follow agreed-upon terms in the rental agreement and violation of statutory conditions, such as the tenant failing to maintain the premises in a clean and undamaged condition.

20. I accept the testimony of the landlord's representative, and the supporting evidence regarding the condition of the unit, as the tenant was not present or represented during the hearing to dispute the claim. I accept that when the landlord's representative first entered the unit on 8-May, the extent of the disarray was significant and had a substantial impact on the property. I accept that the living room was littered with beer bottles and other containers, along with large amounts of garbage. The kitchen was in complete disarray, with visibly sticky and dirty flooring. The backyard was obstructed by garbage, cigarette butts, and multiple trash bags. Upstairs, a strong odor of urine was present. The bathroom was filled with garbage and had not been cleaned. One bedroom was so cluttered with clothing that the floor was not visible, while the child's bedroom was similarly congested with clothing items. The master bedroom was so full of personal belongings that the door could not be opened. On that date, the landlord issued a written request to the tenant to complete the cleaning and repairs, such as replacing missing smoke detectors and broken plugin cover plate, by 16-May.
21. I accept the landlord's representative's testimony that on 16-May, as arranged, they re-entered the unit and observed that while some effort had been made by the tenant to clean and organize, significant issues remained. The kitchen was still stained, the floors remained sticky, and garbage was still present. The stairs were more cluttered with trash and items than during the previous visit. The basement and an additional room remained untouched. The backyard continued to be covered in cigarette butts and garbage, and the odor of urine persisted. The master bedroom remained inaccessible due to clutter, and smoke detectors were still missing. The landlord submitted a request with highlighted items that remained unresolved to support their claim, indicating that the tenant failed to comply with the request.
22. After reviewing the rental agreement (LL#2), I note that Part 9.2 of the statutory conditions states that the tenant is obligated to keep the residential premises clean and to repair any damage caused by a willful or negligent act. Following the incident in question, it was determined that the unit was in an unclean condition and that the tenant failed to comply with the landlord's request to clean and to repair the additional damage. I find that the landlord first provided the tenant with an opportunity to clean and repair, and when the tenant failed to comply within the given timeframe, the landlord issued the termination notice in accordance with the legislation.
23. I find that the tenant failed to meet their obligations under the rental agreement. Accordingly, I find that the landlord was within their rights to issue a termination notice under section 20 of the *Residential Tenancies Act* for contravention of a material term of the agreement. The landlord complied with the notice requirements, providing one month's notice before the end of the rental period for a month-to-month tenancy. I therefore find that the termination notice dated 16-May is valid, and the landlord will be awarded an order for vacant possession.
24. I find that the tenant should have vacated the unit by 30-June.

Decision

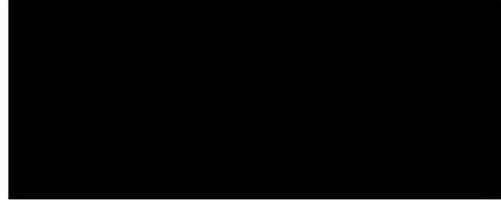
25. The landlord's claim for an order for *vacant possession* of the rented premises succeeds.
26. The tenant shall vacate the property immediately.

27. 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.

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

September 2, 2025

Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office