

Residential Tenancies Tribunal

Application 2025-0526-NL & 2025-0538-NL

Michael Reddy
Adjudicator

Introduction

1. Hearing was held at 1:48 PM on 21 July 2025 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as the tenant, attended the hearing.
3. The respondent and counter-applicant, [REDACTED], hereinafter referred to as the landlord, was represented by [REDACTED], who attended the hearing. [REDACTED], hereinafter referred to as the landlord's witness, attended.

Preliminary Matters

4. The tenant submitted an affidavit (T#1) along with her application stating the landlord was personally served on 10 July 2025 at approximately 3:43 PM. The landlord did not dispute this service. In accordance with the Act, this is considered good service.
5. The landlord submitted an affidavit (L#1) and proof (L#2) along with the application stating the tenant had been served by registered mail ([REDACTED] [REDACTED]) on 20 June 2025 (L#2). The tenant did not dispute this service. In accordance with the *Residential Tenancies Act (the Act), 2018*, this is considered good service.

6. There is a written rental agreement which started with the landlord on 9 November 2009 with rent set at \$901.00, due on the 1st of each month. [REDACTED] had taken ownership of the rental premise in 2009 from [REDACTED] at which time the tenant had been in occupancy. A security deposit of \$461.25 was collected on the tenancy on 10 November 2009 and remains in the possession of the landlord.

Issues before the Tribunal

7. The tenant is seeking to determine the validity of the termination notice.
8. The landlord is seeking an Order of Vacant Possession of the rental 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 referred to in this decision are Sections 22, 34 and 35 of the *Act*.

Issue 1: Validity of Termination Notice / Vacant Possession of the Rental Premises

Relevant Submission

11. The landlord submitted a copy of the termination notice that was given on a *Landlord's Notice to Terminate Early – Cause* form (L#7). The notice was issued to the tenant on 2 June 2025 under Section 22: Notice where tenant's obligation is not met. The termination date was listed as 8 June 2025.

Landlord's Position

12. The landlord testified that bi-annual general inspections are the policy of [REDACTED] and all rentals are inspected. The landlord testified they request entry into all rental premises to complete a general inspection which included checking of plumbing and smoke detectors.

13. Over the tenancy, the landlord testified there have been ongoing concerns with the clutter, “tripping hazards” and fire hazards in the tenant’s apartment, and the landlord supplied pictures which had been taken on 2 September 2021 (L#3) in support of this assertion. As a result of these issues, the landlord stated they have significant concerns regarding the health and safety of the tenant as well as the remaining tenants in the building, especially with respect to fire and safety hazards and concerns with emergency response agencies potentially having to enter the rental.
14. The landlord testified that the tenant over the tenancy, had requested repairs to be completed which resulted in contractors attending the rental premises to complete the repairs and, in some circumstances, (i.e. a plumbing contractor) the contractors were unable to complete the requested repairs due to the “clutter” and lack of access to the area requiring repairs.
15. The landlord’s witness testified in the spring of 2025; he attended the residence of the tenant to complete a general bi-annual inspection. He testified that the floors were cluttered, that they were walking over papers, shoes, etc. The boiler and fire alarms were located closer to the entrance, but still difficult to reach, and to get at the plumbing in the kitchen they were stepping over piles and knocking things over. During this visit, the witness stated he observed clutter in each room and lack of easy access to the exit of the apartment and it did not seem safe to send people in to conduct any maintenance. After leaving the rental premises, he notified the landlord of these concerns.
16. The landlord testified after being made aware of the concerns, on 15 May 2025, the tenant was issued a request for her to clean up and reduce the clutter in her apartment by 22 May 2025 (L#4).
17. On 16 May 2025, the landlord’s witness was at [REDACTED], [REDACTED], NL, for another matter at which time he was verbally confronted by the tenant (L#5).
18. The landlord testified that she and the resident manager completed an inspection on 22 May 2025. She testified that the unit was heavily cluttered with surfaces piled high with things. It was difficult to get around, and she was concerned for the safety of the tenant, especially in case of an emergency. While she noted that there appeared to have been some tidying, the hallway in the unit remained cluttered with tripping hazards, furniture was about 10 inches away from the walls, there were boxes and various paper products stacked up, surfaces such as the table, coffee table, bed, etc. were completely cluttered.

19. The landlord's witness corroborated her testimony, and the landlord provided pictures (L#6) in support of her statements. The landlord testified she informed the tenant of the concerns at which time the tenant disregarded the advice of the landlord. The landlord had concerns for the tenant's safety of the state of the rental premises and also of fire concerns. The landlord stated she is required to address safety concerns for everyone in the rental complex.
20. The landlord stated the tenant was issued a termination notice on 2 June 2025 under Section 22 of the Residential Tenancies Act, 2018, with a request for her to vacate by 8 June 2025 (L#7). Along with the application, the landlord supplied pictorial evidence of the termination notice placed on the door of the residential premises (L#8). On the date of the hearing (21 July 2025), the landlord stated the tenant remains in the rental premises.

Tenant Position

21. The tenant disputed that there were safety concerns with the conditions of her rental premises. She testified she did not consider herself a "bad tenant" and expressed her frustration with being issued the termination notice and stated that the landlords testimony was "outrageous lies".
22. She disputed that contractors were able to access repairs that had to be completed and noted that previous contractors had been very rude.
23. The tenant did not dispute being issued the request for clean-up notice; however, she did dispute the need for the notice. The tenant disputed there were fire hazard concerns, or any items impeding moving around in the rental premises and stated there was nothing blocking the entry / exits. She testified there was a shopping cart in her premises, and she taped the main door of the rental premises because of cigarette smoke in the hallways getting into her unit and accused other tenants of pushing lit cigarettes under her door. She stated that [REDACTED] staff had illegally entered her apartment and moved her things around in the bathroom, living room and bedroom. The tenant testified she did have furniture moved away from the walls of the rental premises with "walking space". She did not feel this impeded her moving around.

24. The tenant testified after being issued the request for clean-up from the landlord, the tenant stated she did relocate items in her rental premises. She stated she has 'catchmasters' around her apartment due to concerns with bugs but denies that they are close to heaters. The tenant did supply pictures which she supplied along with her application (T#2). While many of these pictures were unrelated, several were of her unit. In comparison to the landlords' pictures, they did indicate some cleaning and organizing had taken place; however, it is noted that these pictures were taken following the termination date and the unit did appear to remain extremely cluttered.

Analysis

25. In accordance with Section 22 of the Residential Tenancies Act, 2018, 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.

26. Also relevant is Section 10(1) 2, as follows:

Statutory conditions

10. (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 wilful or negligent act of the tenant or of a person whom the tenant permits on the residential premises.

27. It is the responsibility of the tenants to keep the rental premises clean and repair any damages. Should a landlord find that there is a requirement for the tenant to comply with Section 10(1) (2), they may give the tenant a written request and provide a reasonable time period for the repairs to be completed. Testimony and evidence were presented by the landlords demonstrating that the tenant was informed of the landlords concerns and need to clean the rental unit (L # 4). The tenant did not dispute receiving the notice however did not feel it was necessary or required. The requested date for the repairs to be completed was 15 May 2025, with the landlords providing a follow up notice to inspect for 22 May 2025.

28. If a tenant fails to make the necessary repairs within the required time, the landlords may then give the tenant notice that the tenancy is terminated and that the tenant is required to vacate the rental unit not less than 5 days after the notice has been served.

29. 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 in a clean and uncluttered state. As the tenant did not comply with Section 10 of the Act as stated above, I find that the landlord was within their rights to give a termination notice under Section 22. Despite the landlord's request for an apartment clean up being issued to the tenant on 15 May 2025, the evidence indicates that upon inspection on 22 May 2025 the rental unit remained in a significantly cluttered condition resulting in access to entrance and egress points being hampered, ability to safely have contractors attend to perform maintenance was restricted, and the level of clutter could pose a fire and safety hazard.

30. Those identified requirements have been met with this application. As well, the tenant did not dispute service of Notices issued by the landlords.

Decision

31. The landlords request for Vacant Possession succeeds.

Summary of Decision

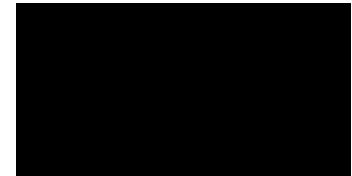
32. The landlord shall be granted an order of vacant possession of the rental premises.

33. The tenant shall vacate the premises immediately.

34. The tenant shall pay to the landlord any costs charged to the landlord by the Office of the High Sheriff should the landlords be required to have the Sheriff enforce the attached Order of Possession.

28 August 2025

Date



Michael Reddy, Adjudicator
Residential Tenancies Office