

Residential Tenancies Tribunal

Application 2025-0552-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 29-July-2025 at 2:00 pm.
2. The applicant, [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 landlords submitted an affidavit (LL#1) with their application stating that they had served the tenant with notice of the hearing personally on 16-July-2025 at 9:30 am. 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.

Issues before the Tribunal

5. Should the landlord's claim for an order of vacant possession succeed?

Legislation and Policy

6. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018* (the *Act*)
7. Also considered and referred to in this hearing are s.24 and s.34 of the *Act*, which read as follows:

Notice where tenant contravenes peaceful enjoyment and reasonable privacy

24. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b), where a tenant contravenes statutory condition 7(a) set out in subsection 10(1), 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.

(2) 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.

Requirements for notices

34. A notice under this Act shall

- (a) be in writing in the form prescribed by the minister;
- (b) contain the name and address of the recipient;
- (c) identify the residential premises for which the notice is given; and
- (d) state the section of this Act under which the notice is given.

Issue 1: Vacant Possession

- 8. In order to receive an order of vacant possession, a landlord must provide a valid termination notice. The landlord provided a termination notice dated 12-June-2025 (LL#2). In order to be valid, a termination notice must comply with all relevant sections of the *Act*.
- 9. LL#2 is in writing but is not in the form prescribed by the minister. According to s. 22(f) of the *Interpretation Act*, RSNL 1990 C I-19, where a form is prescribed, deviations from the form not affecting the substance nor calculated to mislead, do not invalidate the form used. Not being in the form prescribed by the minister does not therefore invalidate LL#2. It contains the name and address of the recipient. It identifies the residential premises for which it is given. It states that it was issued under s. 24 of the *Act*. It therefore complies with s. 34.
- 10. The notice was signed by the landlord. It states the date on which the rental agreement is to terminate and the tenant is required to vacate the premises. It was served on the tenant personally in accordance with s. 35(2)(a) of the *Act*. It therefore complies with s. 24(2) of the *Act*.
- 11. The notice was issued on 12-June-2025 and gives a termination date of 20-June-2025. It therefore complies with the timeline requirements under s. 24(1) of the *Act*. The only remaining issue is whether the tenant contravened statutory condition 7(a) as set out in s. 10(1) of the *Act*, reproduced below:

7. Peaceful Enjoyment and Reasonable Privacy -

(a) The tenant shall not unreasonably interfere with the rights and reasonable privacy of a landlord or other tenants in the residential premises, a common area or the property of which they form a part.

12. In other words, did the tenant unreasonably interfere with the rights or reasonable privacy of the landlord in the premises or the property of which they form a part?
13. The landlord testified that the tenant damaged the shared areas of the premises significantly, and that this damage included breaking windows which resulted in broken glass being spilled hazardously. He also testified that the tenant had rendered the shared kitchen unusable by turning it into a workspace.
14. Photos were provided in support of the landlord's testimony (LL#3).
15. I accept the landlord's uncontradicted testimony that the tenant interfered with the rights of other tenants in the shared premises.

Decision

16. A valid termination notice was issued which gives a move out date of 20-June-2025. The rental agreement terminated on that date. Insofar as the tenant is still residing at the premises, they are doing so illegally.
17. The landlord's application for an order of vacant possession succeeds.

Summary of Decision

18. The tenant shall vacate the premises immediately.
19. The tenant shall pay to the landlord any costs charged to the landlord, by the Office of the High Sherriff, should the landlord be required to have the Sheriff enforce the attached Order of Possession.
20. The landlord is granted an order of possession.

1-August-2025
Date


Seren Cahill
Residential Tenancies Office