

Residential Tenancies Tribunal

Application 2025-0554-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 23-July-2025 at 2:00 pm.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, was represented at the hearing by [REDACTED], who 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 provided a sworn affidavit (LL#1) stating that they served the tenant notice of this hearing on 11-July-2025 for this hearing date via prepaid registered mail, tracking number [REDACTED]. I checked the tracking number at the time of the hearing and it showed that the notice was made available for pickup and instructions for how to pick it up were left with the tenant. 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 request for an order of vacant possession be granted?

Legislation and Policy

6. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Act*.

11. The only remaining question, under s. 21(2) of the Act, is whether or not an action of the tenant or a failure to act by the tenant made the residential premises unfit for habitation.
12. The landlord testified that they were informed by NL Power that the unit was disconnected from power due to a failure to pay by the tenants. I accept the landlord's uncontradicted testimony. A lack of power renders premises uninhabitable.
13. LL#2 is valid.

Decision

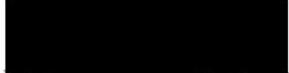
14. The valid termination notice gave a move out date of 18-June-2025. The tenancy agreement ended on that date. Insofar as the tenants still occupy the premise, they are doing so illegally. The landlord's application for an order of vacant possession succeeds.

Summary of Decision

15. The tenant shall vacate the premises immediately.
16. 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.

12-August-2025

Date


Seren Cahill
Residential Tenancies Office