

## Residential Tenancies Tribunal

Application 2025-0572-NL

Oksana Tkachuk  
Adjudicator

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### Introduction

1. Hearing was called at 9:15 a.m. on 23-July-2025.
2. The applicant, [REDACTED], represented by [REDACTED], hereinafter referred to as “the landlord”, attended the hearing.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant”, did not attend.
4. [REDACTED] was called into the hearing by the landlord’s representative as a witness.

### Preliminary Matters

5. The tenant was not present or represented at the hearing and I was unable to reach them at the beginning 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 have served the tenant with the notice of the hearing electronically via email to [REDACTED] on 10-July-2025 (LL#1). The landlords submitted proof of sent email and explained that this email address was provided by the tenant for communication at 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 landlords, I proceeded with the hearing in their absence.
7. There is a written month-to-month rental agreement which commenced on 20-January-2025. Rent is \$263.00 per month, due on the first of each month. A security deposit was not collected.

### Issues before the Tribunal

8. The landlord is seeking:

- Validity of a Termination Notice;
- An Order for vacant possession of the rented premises;
- Other expenses.

## **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 are the following sections of the *Residential Tenancies Act, 2018*: Section 24: Notice where tenant contravenes peaceful enjoyment and reasonable privacy and Section 34: requirements for notices, and the following section of the *Residential Tenancy Policy Manual*: Section 7-5: Interference with peaceful enjoyment and reasonable privacy, Section 12-1: Costs.

## **Issue # 1: Validity of a Termination notice; Vacant Possession of the Rented Premises.**

### Relevant Submissions

11. The landlords submitted a copy of a termination notice that was given on a *Landlord's Notice to Terminate Early – Cause* form (LL#2). The termination notice was issued to the tenant on 24-June-2025, under Section 24: *Notice where tenant contravenes peaceful enjoyment and reasonable privacy*, to vacate on 2-July-2025 and served by posting it on the door of the rental unit. A proof of service was submitted into evidence to confirm the method of service (LL#3).

### Landlord's Position

12. The landlord's representative testified that issues with the tenant began shortly after the tenancy commenced. Other tenants were sending multiple complaints about the tenant regarding alleged drug activity, frequent police presence, loud music, and disruptive individuals around the property, some of whom were reportedly harassing neighboring tenants.
13. The landlord's representative stated that on the morning of 24-June, a significant incident occurred involving a homemade explosive device placed inside the tenant's vehicle, resulting in an explosion. The landlord submitted photographic evidence showing damage to the front of the house, allegedly caused by the explosion (LL#4). The landlord reported that this event led to increased fear and concern among the neighboring tenants, who expressed that they felt unsafe living near the tenant in question.
14. To support the claim of ongoing disturbance and danger, the landlord submitted copies of emails from multiple tenants, expressing concerns and discomfort with the tenant's behavior(LL#5).
15. The landlord's representative called the witness.

### Witness statement

16. The witness confirmed that she resides in the unit next to the tenant's unit.
17. The witness explained that since the beginning of the tenancy, she observed frequent loud music during night hours, yelling, and domestic arguments between the tenant and her

boyfriend. She reported frequent visits from individuals she identified as drug dealers, who were allegedly swearing at children in the area and creating an atmosphere of fear and instability. She stated that the tenant and associates stole a drug dealer's car, which was burned outside the row housing, resulting in an explosion that nearly burnt the tenant's home and properties next to it. The witness described several interactions between the tenant's household and police over various disturbances. The witness reported that on 23-June, there was even more unusual activity, followed by the car explosion the next morning. She also described a firework being thrown from the tenant's window into the backyard, which scared other tenants and kids, suggesting that the tenant may have been attempting to show herself as a victim.

18. The witness expressed deep concern for the safety of herself, other tenants, and neighborhood children, citing vehicles and drug-related activity occurring at all hours.

## **Analysis**

19. Section 24 of the *Residential tenancies Act* states:

### **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.

20. Section 34 of the *Residential tenancies Act* states:

### **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.

21. I accept the landlord's representative's testimony, indicating that the tenant was properly served with a termination notice, as the tenant was not present or represented during the hearing to provide their own testimony. For those reasons I find that the termination notice given on 24-June-2025 under Section 24; *Notice where tenant contravenes peaceful enjoyment and reasonable privacy* to vacate on 2-July-2025, was served according to the Section 34 of the *Act* as stated above. The termination date was given not less than 5 days after the notice was served and meets the requirements of the *Act* as stated above.

I find that the termination notice is a valid notice from a timeline perspective and technical requirements but must be further analyzed for validity (see below).

22. According to the Section 7-5 of the *Residential Tenancies Policy Manuel*, unreasonable disturbances interfering with peaceful enjoyment and reasonable privacy may include but is not limited to the following: excessive noise, aggressive or obnoxious behavior, threats and harassment.
23. I accept the witness's statement that the tenant's activity and lifestyle was highly disruptive and unsafe, and posed a significant safety concern to the surrounding tenants and their families. Therefore, I find that the tenant's lifestyle and behavior described are incompatible with the peaceful enjoyment of the property by other tenants in the residency.
24. The landlord submitted several emails from neighboring tenants in support of their claim. However, only one of these emails was sworn before Commissioner of Oaths, and therefore, only this sworn email is accepted as evidence. Based on the content of the sworn email, I find that the tenants who submitted a statement were experiencing increasing fear and distress related to ongoing dangerous activity associated with the tenant in question. I accept that this activity significantly impacted their personal safety and right to peaceful enjoyment of their homes.
25. Taking into consideration both the sworn statement and witness testimony, I find it credible that the tenant's actions and lifestyle interfered with the peaceful enjoyment and reasonably privacy of the other tenants residing on the property. Therefore, I find that the termination notice issued by the landlord on 24-June-2025 is valid.

### **Decision**

26. The landlord's claim for an Order of vacant possession succeeds.

### **Issue # 2: Other expenses \$20.00.**

#### Relevant Submission

27. 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#6).

### **Analysis**

28. In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel: Costs*, as the landlord's claim was successful as per paragraph 26, the landlord will be awarded with \$20.00.

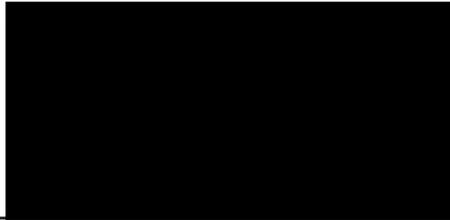
### **Decision**

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

### **Summary of Decision**

30. The termination notice is a valid notice.

31. The tenant shall pay the landlord \$20.00 to cover other expenses.
32. The tenant shall vacate the premises immediately.
33. The tenant shall pay to the landlords 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.
34. The landlord will be awarded an Order of Possession.



July 28, 2025  
Date

Oksana Tkachuk, Adjudicator  
Residential Tenancies Office