

Residential Tenancies Tribunal

Application 2025-0608-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:11 a.m. on 3-September-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”, attended via teleconference.
4. [REDACTED] was called as a witness on the landlord’s behalf.

Preliminary Matters

5. The landlord submitted an affidavit with their application stating that they have served the tenant with the notice of the hearing personally at the residential premises on 14-August-2025 (LL#1). The tenant confirmed receiving the notice on that day. In accordance with the *Residential Tenancies Act, 2018* this is good service, I proceeded with the hearing.
6. There is a written fixed-term rental agreement which commenced on 1-February-2025 for one year. Rent is \$900.00 per month, due on the first of each month. A security deposit of \$350.00 was collected on 1-February-2025 and is still in the landlord’s possession.

Issues before the Tribunal

7. The landlord is seeking:
 - An Order for vacant possession of the rented premises.

Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
9. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 24: Notice where tenant contravenes peaceful enjoyment

and reasonable privacy, and the following section of the *Residential Tenancy Policy Manual*: Section 7-5: Interference with peaceful enjoyment and reasonable privacy.

Issue # 1: Vacant Possession of the Rented Premises

Relevant Submissions

10. The landlord 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 7-July-2025, under Section 24: *Notice where tenant contravenes peaceful enjoyment and reasonable privacy*, to vacate on 19-July-2025 and served both electronically via email and 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

11. The landlord's representative testified that the tenant had engaged in ongoing inappropriate conduct that created numerous issues over several months. According to the landlord, the tenant was argumentative, intrusive in private conversations, and often used sexually inappropriate language toward other tenants and staff. These behaviors extended beyond the landlord's staff to neighbors, visitors, and even children, and became a persistent problem despite warnings. The landlord's representative stated that the situation escalated to the point where other tenants were considering moving out due to the tenant's behavior.

12. The landlord is seeking vacant possession of the rental premises.

13. The landlord called a witness.

Witnesses Statement

14. The witness stated that she is the building superintendent. The witness testified that the inappropriate behavior began shortly after the tenant moved into the unit. She stated that the tenant regularly followed her, stood unreasonably close, invaded personal space, and made sexualized and judgmental comments. Despite her repeated requests to stop, the tenant continued to follow her. On several occasions, she testified that she even had to physically extend her arms to create space and ask the tenant to step back so she could complete her work.

15. The witness further testified that from February through June, she both received complaints and personally observed a pattern of the tenant following other tenants around the property, engaging in inappropriate conversations, and making intrusive or sexual comments. She stated that this behavior often targeted tenants who were older women, other tenants, other staff, visitors and herself.

16. The witness identified specific incidents that she witnesses including:

24-June the tenant made inappropriate sexual remarks to a young visitor and insert himself into private conversation.

30-June while the witness was collecting rent, the tenant was calling other tenants derogatory names and used offensive language. The tenant yelled and made judgements about other tenants and assign psychiatric labels to them, accusing other tenants having different personality disorders and other mental health conditions.

6-July, she received a complaint about the tenant harassing the son of another tenant, who has special needs.

7-July the tenant invited individuals described as “drug addicts” into the building, which led to complaints of smoke and offensive language, and also made further sexual remarks to another tenants. The same day the witness stated that she received complaint from another tenant about tenant’s sexual remarks and inappropriate comments.

17. The witness also testified that the tenant’s behavior made other tenants, and their children feel very uncomfortable, creating what she described as an “unhealthy environment” in the building. The witness stated that the tenant had been warned about his conduct and was advised that eviction would be pursued if the behavior did not stop. Despite these warnings, the inappropriate behavior persisted.
18. The witness testified that the tenant’s actions interfered with the reasonable enjoyment of the premises for other tenants, affected the superintendent’s ability to carry out her duties, and created an environment that was disruptive and distressing for tenants, staff, and visitors.

Tenant’s Position

19. The tenant confirmed receiving the termination notice on 7-July. The tenant testified that he was making compliments and not intending to cause any harm and that he is not engaging in inappropriate behavior, and that he is living with severe personal issues. He stated that while there may be issues inside the building, he is not responsible for them.
20. The tenant shared some of his personal story about the difficulties he has faced over the last couple of years, including financial difficulties and explained that this complaint and the hearing have added to his stress. The tenant stated that he has strong evidence to support his position, which he intends to present in a future court proceeding. He further stated that regardless of the outcome in this matter, he will appeal the decision. He stated that he is under significant pressure, dealing with illness, and does not feel able to fully defend himself in this proceeding.
21. The tenant directly disputed one allegation — the incident near the bus involving another tenant, their children. He testified that he was never near the bus, that he never spoke to those tenants or their children, and that the account provided by the witness was not accurate.

Analysis

22. 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.

23. 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.

24. I accept both the landlord's representative and the tenant's testimony that the tenant was properly served with a termination notice. For those reasons I find that the termination notice given on 7-July-2025 under Section 24; *Notice where tenant contravenes peaceful enjoyment and reasonable privacy* to vacate on 19-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).

25. According to the Section 7-5 of the *Policy, Interference with peaceful enjoyment and reasonable privacy is an ongoing unreasonable disturbance or activity, outside of normal everyday living, caused by the landlord or the tenant or someone permitted on the premises by the landlord or the tenant. This includes any unreasonable disturbance that interferes with right of the landlord to maintain and manage the rental property.*

26. I accept the witness's testimony that the tenant made comments and failed to respect personal space, which were experienced as uncomfortable for the witness. However, the testimony presented did not demonstrate that this conduct actually prevented the superintendent from performing her duties as the landlord's representative in maintaining and managing the property. I also accept the tenant's explanation that, in his view, the comments were intended as compliments, and that his actions were not intended to be inappropriate but may have been misinterpreted due to his personal challenges. While such circumstances do not excuse the inappropriate conduct, they are relevant to assessing whether the tenant's behavior was malicious or destructive enough to justify termination.

27. I also accept the witness's testimony that she received complaints from other tenants regarding similar issues with the tenant in question, and that she herself observed interactions where the tenant made unreasonable and uncomfortable comments to other tenants. Furthermore, the absence of corroborating testimony or documentation from other tenants significantly weakens the landlord's claim. Without independent verification, the tribunal cannot reasonably conclude that the alleged conduct had a widespread or severe impact on the peaceful enjoyment of other tenants.

28. Pursuant to Section 7.5 of the Residential Tenancies *Policy*, a landlord may issue a termination notice if a tenant's conduct unreasonably interferes with the peaceful enjoyment or reasonable privacy of other tenants in the residential property or interferes with the landlord's rights in maintaining and managing the property. While I accept that the comments and conduct were uncomfortable, I do not find this behavior to be a sufficient

grounds to terminate rental agreement under the Section 24 of the *Act*. In this case, as there were no additional witnesses or corroborating evidence to demonstrate the severity of the problem or to support the landlord's claim, I find that the landlord has not established sufficient grounds to issue a termination notice.

29. Accordingly, I find that the landlord's claim for an order of vacant possession does not succeed.

Decision

30. The landlord's claim for an Order of vacant possession does not succeed.



September 12, 2025
Date

Oksana Tkachuk, Adjudicator
Residential Tenancies Office