

Residential Tenancies Tribunal

Application 2025-0637-NL

Michael Reddy
Adjudicator

Introduction

1. Hearing was called at 2:00 PM on 25 August 2025.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, did not attend and was not represented.

Preliminary Matters

4. The tenant was not present or represented at the hearing and I was unable to reach her by telephone prior to 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 he/she has been properly served. The landlord submitted an affidavit with his application stating that he had personally served the tenant with the notice of the hearing on 6 August 2025 at approximately 4:30 PM (L#1). 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 landlord, I proceeded with the hearing in her absence.
5. There is a written fixed term rental agreement which commenced on 1 September 2024 (L#2). Rent is set at \$1400.00 per month, due on the 1st of each month. There was a security deposit of \$600.00 collected on the tenancy on 1 September 2024 and still in possession of the landlord.
6. The landlord was not seeking hearing expenses.

Issues before the Tribunal

7. The landlord is seeking vacant possession of the rental 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 (the Act), 2018*.
9. Also, relevant and considered in this decision are Sections 24 and 34 of the Act, 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 of the Rental Premises

Relevant Submission

10. The landlord submitted a copy of a Notice to Terminate Early- Cause under Section 24 of the *Act* (L#3) with a request for the tenant to vacate the rental premises on 27 July 2025. The notice was signed and dated 21 July 2025. The landlord testified he personally served the tenant this termination notice on 21 July 2025 at 3:37 PM.

Landlord Position

11. The landlord asserts the tenant is interfering with the peaceful enjoyment of the tenants in the basement apartment of the rental premises. The landlord testified the prior tenants of the basement apartment vacated due to the disruptions caused by the tenant. He stated the current tenants of the basement apartment have contacted him on multiple occasions due to noise caused by the tenant and/or visitors which woke them up after hours.

12. The landlord testified he notified the tenant that he would not be renewing the fixed term rental agreement after the first tenant vacated due to the behaviours and interruptions of the tenant. Following this, the police had been dispatched to the rental premises 16 times, one of which police remained at the location for 5 hours. Along with his application, the landlord supplied information related to the times when police had been dispatched to the rental premises (L#4 & L#5).

13. The landlord testified the current tenants in the basement apartment have contacted him on multiple occasions due to noise from the upstairs tenant and being woken afterhours. Along with his application, the landlord supplied a written signed statement from the basement apartment tenant indicating concerns with the actions of the tenant (L#6).

Analysis

14. To receive an order for vacant possession, a landlord must have issued a valid termination notice. To be valid, a termination notice must comply with all relevant Sections of the *Act*. The landlord provided a copy of a termination notice (L#3) which he served on the tenant. Upon review of L#3, the notice was issued on 21 July 2025 with a termination date of 27 July 2025. The notice issued is in clear compliance with the timeline requirements of Section 24(1). L#3 is in writing in the form prescribed by the minister. It contains the name and address of the recipient. It identifies the residential premises for which the notice is given and states the Section of the *Act* under which it was given. It therefore complies with S. 34 of the *Act*, reproduced above.

15. The only remaining issue is whether or not the tenant violated statutory condition 7(a) as set out in subsection 10(1) of the *Act*, which reads as follows:

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.

16. In review of L#4 and L#5, between 22 March 2025 and 17 July 2025, there have been 16 situations of attendance by police to the rental premises.

17. The basement apartment tenants as specified in L#6 moved into the basement apartment on 27 May 2025 and, since this time, have been “continuously disturbed” by the noise from the tenant’s apartment “frequently” after midnight.

18. Policy 07-005: Interference with Peaceful Enjoyment and Reasonable Privacy of the Residential Tenancies Program provides insight into what is considered interference. As stated within that policy, “Interference with peaceful enjoyment and reasonable privacy: 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”.

19. Considering the evidence in totality, I find that the actions of the tenant has **unreasonably** interfered with the rights and reasonable privacy of the basement apartment tenants.

20. I find that the termination notice issued on 21 July 2025 is a valid termination notice.

Decision

21. The landlord’s claim for vacant possession succeeds.

22. The tenant shall also 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.

27 August 2025

Date



Michael Reddy, Adjudicator
Residential Tenancies Office