

## Residential Tenancies Tribunal

Application 2025-0681-NL and 2025-0769-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 17-September-2025 at 1:47 pm.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, also attended via teleconference.
4. The landlord called one witness, [REDACTED], who also attended via teleconference.

### Preliminary Matters

5. The tenant confirmed that he was properly served.
6. The tenant contests the validity of a termination notice. The landlord seeks an order of vacant possession based on the same termination notice. Both issues will be addressed together.

### Issues before the Tribunal

7. Should the landlord's claim for an order of vacant possession succeed?
8. Should the landlord's claim for unpaid rent succeed?

### 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 (the *Act*).
10. 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**

11. To receive an order for vacant possession, a landlord must have provided a valid termination notice. To be valid, a termination notice must comply with all relevant sections of the Act. In the present case, the landlord provided a notice labelled LL#12.
12. LL#12 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 it was given. It states that it was given under s. 24 of the Act. It therefore complies with s. 34.
13. LL#12 was signed by a representative of the landlord. It states the date on which the rental agreement is to be terminated. According to the testimony of all parties, it was dropped at the tenant's feet when he refused to accept it from the witness. This constitutes personal service under s. 35(2)(a) of the Act. It therefore complies with s. 24(2) of the Act.
14. LL#1 was served on the tenant 11-August-2025, which is not less than 5 days before the termination date provided, 18-August-2025. It therefore complies with the timeline requirements under s. 24(1).
15. The only remaining consideration is whether the tenant contravened statutory condition 7(a) set out in s. 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. The landlord and the witness testified that starting in April 2025 the tenant began yelling and cursing, sometimes at them or their child. In addition to their testimony, they provided several audio recordings (LL#2-LL#11) taken from their upstairs apartment which contain the tenant yelling and cursing on 9 different days. They testified that over time, the behaviour has gotten worse. In LL#11 the tenant can be heard yelling at the family multiple times in the span of a half hour. He repeatedly addresses them by a foul epithet that might be abbreviated as 'M.F.' The landlord and witness can be heard playing a board game with their child and discussing the game at a conversational volume. While the landlord testified that the recording was taken in the upstairs of the house while the tenant was in the basement, the tenant's voice sounds much louder in the recordings than the landlord's family.
17. The tenant did not deny that he had raised his voice or used foul language. He stated that he believes the landlord was harassing him by making noise and following him, and he raised his voice to deter them from continuing. While I believe that the tenant testified honestly, I do not believe the landlord or the witness were intentionally trying to upset him. In LL#11, for instance, the recording covers a 32-minute period during which the tenant yells and curses with no clear provocation (at 7:22, 14:04, 14:35, and 31:55). Regardless, it is clear that the tenant does not regret his actions and does not plan to change his behaviour. I find that the tenant has interfered with the landlord's right to peacefully enjoy the premises, and that this interference was unreasonable.
18. LL#12 complies with all relevant sections of the *Act* and is therefore valid.

## **Issue 2: Unpaid Rent**

19. The landlords claim for unpaid rent owing to the date of the hearing. The tenant admitted he stopped paying rent at the beginning of August after he received the termination notice.
20. A daily rate must be calculated. The correct formula for determining a daily rate is multiplying the monthly rent by the 12 months and dividing by the 365 days of the year. In this case, the daily rate is  $\$700/\text{month} \times (12 \text{ months}/365 \text{ days}) = \sim \$23.01/\text{day}$ . Calculated to the date of the hearing, \$391.23 are owed for September 2025 in addition to the \$700.00 due for August 2025.
21. The landlord's claim for unpaid rent succeeds in the amount of \$1091.23.

## **Decision**

22. A valid termination notice was issued which gives a move out date of 15-July-2025. The rental agreement terminated on that date. Insofar as the tenant is still residing at the premises, she is doing so illegally.
23. The landlord's application for an order of vacant possession succeeds.

24. The landlord's claim for unpaid rent succeeds in the amount of \$1091.23.
25. The landlord was successful in their application and may therefore seek to be reimbursed for their reasonable hearing expenses. They seek the \$20.00 application fee as well as the \$15.62 cost of USB flash drives, they used to share evidence, for which a receipt was provided (LL#13, page 3).
26. The tenant shall continue to pay rent at the daily rate of \$23.01/day for each day they remain in the premises after 17-September-2025.
27. The tenancy has ended and the security deposit must be disposed of. The security deposit in this case was \$500.00 and was paid in 2010. As the landlord is owed moneys, they may apply the security deposit against the sum owed.
28. S. 14(7) of the *Act* states that a landlord shall credit interest to the tenant on the full amount or value of the security deposit, at the rate prescribed by the regulations, during the time the security deposit is held by the landlord. The regulations prescribe an interest rate of 0% for the years 2010 to 2023 and a simple cumulative interest rate of 1% annual for the years 2024 and 2025. Calculated to the date of the hearing, the total interest is \$3.58.

**Summary of Decision**

29. The tenants shall vacate the premises immediately.
30. The tenants 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.
31. The landlord is granted an order of possession.
32. The tenant shall continue to pay rent at the daily rate of \$23.01/day for each day they remain in the premises after 17-September-2025.
33. The tenant shall pay to the landlord \$618.27 as follows:

Unpaid Rent.....	\$1091.23
Hearing Expenses.....	\$35.62
Less Security Deposit.....	-\$508.58)
Total.....	\$618.27

19-September-2025  
Date



Seren Cahill  
Residential Tenancies Office