

## Residential Tenancies Tribunal

Application 2025-0697-NL

Oksana Tkachuk  
Adjudicator

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### Introduction

1. Hearing was called at 2:02 p.m. on 28-August-2025.
2. The applicant, [REDACTED], represented by [REDACTED] and [REDACTED], [REDACTED] and [REDACTED] as supportive staff, hereinafter referred to as “the landlord”, attended the hearing.
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 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.
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 15-August-2025 (LL#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 their absence.
6. There is a written month-to-month rental agreement which commenced on 7-March-2023. Rent is \$263.00 per month, due on the first of each month. A security deposit was not collected.
7. The landlord’s representative amended their application to include hearing expenses of \$20.00.

### Issues before the Tribunal

8. The landlord is seeking:

- An Order for vacant possession of the rented premises;
- Hearing 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 is the following section of the *Residential Tenancies Act, 2018*: Section 24: Notice where tenant contravenes peaceful enjoyment and reasonable privacy, and the following sections of the *Residential Tenancy Policy Manual*: Section 7-5: Interference with peaceful enjoyment and reasonable privacy, Section 12-1: Costs.

## Issue # 1: 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 11-August-2025, under Section 24: *Notice where tenant contravenes peaceful enjoyment and reasonable privacy*, to vacate on 19-August-2025 and was 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 representatives stated that there was a criminal incident involving a shooting at the residential premises in question, in which one person died. The landlord submitted a confirmation statement from the RNC to support their claim (LL#4). They explained that the individual who performed the shooting was an unauthorized occupant of the rental unit since March-2025 but was not a party to the rental agreement.
13. The landlord's representatives testified that following this incident, other tenants in the row housing and neighbors became concerned and fearful, as a weapon was found inside the unit. They added that tenants and neighbors, including children and adults, are now afraid to live in the area. They further stated that according to the rental agreement the tenant is responsible for the individuals entering the rental unit and they believe that the unauthorized occupant and other individuals are connected to criminal activity. The landlord's representatives stated that they believe this raises public safety concerns and that the tenant of the unit should be evicted on the basis of interference with the peaceful enjoyment and reasonable privacy of the other tenants. The landlords submitted sworn statements of their staff members to support their claim (LL#5,6). They also alleged that there was drug activity in the unit, although they acknowledged they could not provide proof of this activity.
14. The landlord is seeking vacant possession of the rental premises.

## Analysis

15. 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.

16. 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.

17. I accept the landlord's representatives' 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 11-August-2025 under Section 24; *Notice where tenant contravenes peaceful enjoyment and reasonable privacy* to vacate on 19-August-2025, was served according to 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).

18. 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.*

19. I accept that the evidence shows that a shooting resulting in the death of an adult male occurred inside the rental unit on 24-July-2025. The evidence further shows that the individual who performed shooting inside the rental unit was an unauthorized tenant residing at the premises. I accept that the police confirmed a criminal incident involving a shooting, and I further accept the sworn statements from staff describing the fear, anxiety, and safety concerns experienced by tenants, including families with children. I accept that this incident, involving a shooting and the death of a person in the row housing unit, was a very serious occurrence. While it was a single incident, I accept that it has had a significant impact on the other tenants, who continue to experience ongoing distress and fear given the close proximity of the units. I further accept that this incident was both disturbing and distressing to the peaceful enjoyment of other tenants in the row housing.

The presence of an unauthorized tenant who performed a violent crime reinforces the severity of the situation and the impact on the peaceful enjoyment and safety of other tenants in the surrounding row housing. I accept that this incident involved a serious criminal activity at the residential property and as per *Policy 7-5* as stated above, I find that the tenant is responsible for the activities and disturbance occurring in the unit by individuals whom they permitted onto the premises.

20. Section 24 of the *Act* provides for termination where there is an unreasonable disturbance or activity that interferes with the peaceful enjoyment of other tenants, I find that a shooting resulting in the death of an adult male by gunshot in a row housing unit constitutes a severe incident involving extreme violence.

21. Given the severity of the incident, I find that the landlord's termination notice issued under section 24 of the *Act* is valid.

### **Decision**

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

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

#### Relevant Submission

23. 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#7).

### **Analysis**

24. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual: Costs*, as the landlord's claim was successful as per paragraph 23, the landlord will be awarded with compensation.

### **Decision**

25. The landlord's claim for hearing expenses succeeds.

### **Summary of Decision**

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

27. The tenant shall pay the landlord \$20.00 for hearing expenses.

September 5, 2025  
Date

Oksana Tkachuk, Adjudicator  
Residential Tenancies Office