

## Residential Tenancies Tribunal

Application 2025-0739-NL

Michael Reddy  
Adjudicator

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### Introduction

1. Hearing was called 9:15 AM on 14 October 2025.
2. The applicant, [REDACTED], was represented by [REDACTED] and [REDACTED], hereinafter referred to as the landlords, attended the hearing.
3. The following landlord witnesses offered testimony during the hearing: [REDACTED], hereinafter referred to as witness 1; [REDACTED], hereinafter referred to as witness 2; and, [REDACTED], hereinafter referred to as witness 3.
4. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as the tenants, did not attend and were not represented.

### Preliminary Matters

5. The tenants were not present or represented at the hearing and I was unable to reach them 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 respondents fail to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondents' absence so long as they have been properly served. The landlords submitted an affidavit with application stating that the tenants were personally served on 3 October 2025 at 2:50 PM with the notice of the hearing (L#1). In accordance with the Residential Tenancies Act, 2018 this is good service. As the tenants were properly served, and as any further delay in these proceedings would unfairly disadvantage the landlords, I proceeded with the hearing in their absence.

6. There is a written monthly rental agreement (L#2) which commenced on 22 August 2018. Rent is set at \$263.00 per month, due on the 1<sup>st</sup> of each month. There was no security deposit collected on the tenancy.

### **Issues before the Tribunal**

7. The landlords are seeking vacant possession of the rental premises and \$20.00 hearing expenses.

### **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 landlords submitted a copy of a Notice to Terminate Early- Cause under Section 24 of the *Act* with a request for the tenants to vacate the rental premises by 18 August 2025 (L#3). The notice was signed 12 August 2025. The landlords testified the tenants were personally served the termination notice at 2:28 PM on 12 August 2025.

#### Landlord Position

11. The landlord's testified on the date of the hearing (14 October 2025), [REDACTED] [REDACTED] was in the rental premises while [REDACTED] was in long term care. They stated since 25 April 2025, they were being contacted multiple times per week by other tenants about concerns with afterhours noise from the rental premises, constant traffic to and from the rental premises, police attendance at the property, and garbage in the back yard of the property attracting rodents to the neighborhood.

12. Along with their application, the landlords supplied a written timeline regarding concerns related to the rental premises (L#4), a letter regarding being contacted by the city of [REDACTED] about a complaint with garbage at the property (L#5) that was sent to the tenants, and a letter sent to the tenants about noise complaints (L#6).

13. Witness 1 testified she has lived in the duplex next to the rental premises for eight years and stated there has been concerns with noise, constant traffic to and from the property all hours of the day, and verbal and physical confrontations between individuals at the residence. The witness stated over the last three months, concerns have escalated, and she has regularly contacted the police about the rental premises in question.

14. Witness 2 testified that she has been in the duplex next to the rental premises for four months and during this time, she has contacted police about concerns about individuals at the rental premises. She stated she has observed verbal confrontations between individuals at the residence, loud vehicles travelling to and from, which has resulted in her not permitting her son outside as there had been one situation when the tenant verbally confronted her when she was outside on her property. The witness testified due to noise from the rental premises, her and her son's sleep has been interrupted.

15. Witness 3 testified she lives across the road from the rental premises, and she has observed police in attendance, "at least three times per week" at the rental premises. She stated verbal and physical confrontations between individuals at the residence are common, all hours of the night, and there is constant traffic to and from the residence after hours.

## Analysis

16. 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 was served personally on the tenant in accordance with Section 35(2)(a). Upon review of L#3, the notice was issued on 12 August 2025 with a termination date of 28 August 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.

17. 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.

18. The landlords' witnesses testified that the tenants and individuals they are allowing on the property are impacting the peaceful enjoyment of other tenants. These actions include verbal and physical confrontations after hours, regular police presence at the rental premises, concerns with traffic after hours, noise concerns and concerns with garbage at the rental they attribute to attracting rodents to the neighborhood.

19. 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".

20. Considering the evidence in totality, including that of the witnesses, I find that the actions of the tenants have **unreasonably** interfered with the rights and reasonable privacy of the landlord and other tenants in the neighborhood.

21. I find that the termination notice issued on 12 August 2025 is a valid termination notice.

## Decision

22. The landlords claim for vacant possession succeeds.

23. The tenants 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.

## Issue 2: Hearing Expenses \$20.00

### Landlord's Position

24. The landlords supplied a receipt demonstrating payment of a \$20.00 application fee (L#7).

### Analysis

25. In accordance with Residential Tenancies Policy Section 12-001, hearing fees and costs associated with serving the other party with the application can be claimable costs. I find that the tenants are responsible for the hearing expenses.

### Decision

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

### Summary of Decision

27. The tenants shall vacate the property immediately.

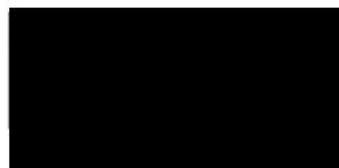
28. The landlord will be awarded an Order of Possession.

29. The tenants shall pay \$20.00 to the landlord.

31 October 2025

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Date



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Michael Reddy, Adjudicator  
Residential Tenancies Office