

Residential Tenancies Tribunal

Application 2025-0747-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 10-October-2025 at 11:16 am.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, attended via teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as the tenants, did not attend.
4. Three witnesses were called by the landlord: [REDACTED], [REDACTED], and [REDACTED]. All three attended by teleconference.

Preliminary Matters

5. The tenants were not present or represented at the hearing and I was unable to reach them by telephone at 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 they have been properly served.
6. The hearing was originally scheduled for 29-September-2025. The landlord submitted an affidavit (LL#1) with their application stating that they had served the tenants with notice of the hearing electronically and by registered mail on 12-September-2025 at 1:30 pm. Proof of service was also provided (LL#2-3). Due to issues with the conference services on 29-September-2025, that meeting could not proceed and was rescheduled to 10-October-2025. A notice of rescheduled hearing was issued (LL#4) to that effect. The landlord submitted proof that they served the notice of rescheduled hearing on the tenants on 6-October-2025 at 2:07 pm (LL#5).
7. As the tenants were properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in their absence.

Issues before the Tribunal

8. Should the landlord's claim for an order of vacant possession 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 provide a valid termination notice. The landlord submitted a termination notice labelled LL#6.
12. LL#6 is in writing in the form prescribed by the minister. It contains the name and address of the recipient. It identifies the residential premises it regards. It identifies itself as being issued under s. 24 of the *Act*. It therefore complies with s. 34.

13. LL#6 is signed by the landlord. It states the date on which the tenancy agreement is to terminate. It was served on the tenants personally in accordance with s. 35(2)(a) of the *Act*.
14. LL#6 was served on the tenant on 12-August-2025 and gives a move out date of 20-August-2025, which is not less than 5 days later. LL#6 therefore complies with the timeline requirements imposed by s. 24(1).
15. The only remaining question is whether the tenant violated statutory condition 7(a), reproduced here:

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. Three witnesses were called to provide testimony. Each is another tenant of the landlord and each resides near the tenants. Each provided evidence of how the tenants' actions interfered with their right to peacefully enjoy their rental premises and the property of which they form a part.
17. The witnesses, who were each called separately, provided consistent testimony. They testified that the tenants were loud, often engaging in shouting and screaming audible outside the premises on the streets and in other rental units. They testified also that the first tenant would break glass on roads and sidewalks, which prevented one of the witnesses from safely walking her dog. Multiple witnesses testified that the second tenant frequently drives offroad vehicles dangerously across and around the property, engaging in stunts at high speed. All the witnesses testified that the tenants caused frequent heavy traffic that caused noise throughout the night. Multiple witnesses testified that due to an atmosphere of danger caused by the tenants and their guests, they were no longer able to have visits from their grandchildren.
18. I am satisfied on a balance of probabilities that the tenants have interfered with the rights of other tenants on the premises and the property of which they form a part, and that this interference was unreasonable. LL#6 complies with all relevant parts of the *Act* and is therefore valid.

Decision

19. A valid termination notice was issued which gives a move out date of 20-August-2025. The rental agreement terminated on that date. Insofar as the tenants are still residing at the premises, they are doing so illegally.
20. The landlord's application for an order of vacant possession succeeds.

Summary of Decision

21. The tenants shall vacate the premises immediately.

22. 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.
23. The landlord is granted an order of possession.

14-November-2025
Date


Seren Cahill
Residential Tenancies Office