

Residential Tenancies Tribunal

Application 2025-0785-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:02 a.m. on 22-September-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, attended the hearing.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant”, and [REDACTED] as a supportive person, attended via teleconference.

Preliminary Matters

4. The landlord stated that they have served the tenant with the notice of the hearing electronically via email and text on 10-September-2025. The tenant confirmed receiving the notice on that day. In accordance with the *Residential Tenancies Act, 2018* this is good service, I proceeded with the hearing.
5. There is a written fixed-term rental agreement which commenced on 1-April-2025 for one year, however the tenant has resided in the unit since October-2024. Rent is \$1100.00 per month, due on the first of each month. A security deposit of \$550.00 was collected in October-2024 and is still in the landlord’s possession.

Issues before the Tribunal

6. The landlord is seeking:
 - An Order for vacant possession of the rented premises.

Legislation and Policy

7. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
8. 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 section of the *Residential Tenancy Policy Manual*: Section 7-5: Interference with peaceful enjoyment and reasonable privacy.

Issue # 1: Vacant Possession of the Rented Premises

Relevant Submissions

9. The landlord submitted a copy of a termination notice that was given on a *Landlord's Notice to Terminate Early – Cause* form (LL#1). 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 18-August-2025 and served both electronically via email and by text on 11-August-2025.

Landlord's Position

10. The landlord stated that there have been numerous complaints from other tenants in the row building, so many that she eventually lost track of the exact number. According to the landlord, the complaints involved late-night parties, doors being slammed during the night hours, suspected drug activity including selling, loud noise, screaming, disturbances, and police attendance at the property. The landlord noted that these issues were linked to a former tenant who was supposed to no longer reside in the unit. They explained that the original rental agreement was signed with two tenants. However, a new agreement was then signed with the remaining tenant, and it was agreed that the former tenant would not be residing in the unit anymore. Despite this agreement, the landlord stated that complaints continued regarding the former tenant's presence at the unit. They believed his ongoing presence contributed to the inappropriate activities and disturbances.
11. The landlord is seeking vacant possession of the rental premises.

Tenant's Position

12. The tenant confirmed receiving the termination notice on 11-August-2025, however disputed the landlord's account. They acknowledged that there were a couple of incidents involving the police, but stated that since 29-August-2025, when another individual stopped residing in the unit, everything has been quiet and peaceful. The tenant explained that the disturbances were mainly due to arguing and fighting that occurred around February-2025 but emphasized that the situation has since stabilized. The tenant stated that currently everything is quiet and normal. The tenant added that she is actively looking for another place to live, though finding suitable housing has been difficult.

Analysis

13. 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.

14. 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.

15. I accept both the landlord's and tenant's statements that a termination notice was issued electronically on 11-August-2025, and that the tenant received it on the same date. 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 18-August-2025, was served according to the 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).

16. 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.*

17. I asked the landlord whether she personally witnessed any of the disturbances. She stated that she does not reside at the premises and therefore did not observe anything herself. However, the landlord testified that she believed another individual – former tenant, was interfering with her rights as a landlord by calling her at night and sending inappropriate messages. I do accept the landlord's testimony that they personally received calls and messages at inappropriate hours. However, this does not establish that the tenant interfered with the landlord's rights under the *Act*.

18. When asked about witnesses or supporting evidence, the landlord confirmed that she did not submit any sworn witness statements, nor did she have any witnesses available to testify at the hearing. As such, the testimony regarding complaints from other tenants is not supported by admissible evidence. The only evidence that can be relied upon in these circumstances is sworn testimony or sworn written statements from other tenants. Since none were provided, the allegations of disturbances cannot be accepted. Therefore, as the landlord has not provided sufficient evidence to support the claim, I find that the landlord has not established sufficient grounds for eviction.

19. Accordingly, I find that the landlord's claim for an order of vacant possession does not succeed.

Decision

20. The landlord's claim for an order of vacant possession does not succeed.



October 01, 2025
Date

Oksana Tkachuk, Adjudicator
Residential Tenancies Office