

Residential Tenancies Tribunal

Application 2025-0788-NL & 2025-0801-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 2-October-2025 at 1:52 pm.
2. The applicant of the initial claim, [REDACTED], hereinafter referred to as the tenant, was represented at the hearing by her authorized representative [REDACTED], who attended via teleconference.
3. The respondent and counter-applicant, [REDACTED], hereinafter referred to as the landlord, also attended via teleconference.

Preliminary Matters

4. The tenant's representative confirmed that she was properly served more than ten days before the hearing date. The landlord indicated he was prepared to proceed with both claims.
5. The tenant had previously claimed for compensation for inconvenience, a refund of rent, and repairs to be made, as well as questioning the validity of a termination notice. At the hearing, her representative indicated she was withdrawing all claims except the validity of the termination notice. As the landlord is seeking an order of vacant possession based on the same termination notice, both applications will be dealt with together.

Issues before the Tribunal

6. Should the landlord's claim for an order of vacant possession succeed?

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 (the *Act*).
8. 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

9. To receive an order for vacant possession a landlord must provide a valid termination notice. The landlord submitted a termination notice labelled LL#10.
10. LL#10 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.
11. LL#10 was signed by the landlord. It states the date on which the rental agreement is to terminate. The landlord could not precisely recall the method of service but testified that it was either served on her personally (in accordance with s. 35(2)(a) or it was served by posting it to her door (in accordance with s. 35(2)(c). It therefore complies with s. 24(2).
12. LL#10 was served on 17-September-2025 and gives a termination date of 23-September-2025, which is not less than five days thereafter. It therefore complies with the timeline requirements of s. 24(1).
13. The only remaining consideration is whether or not the tenant contravened statutory condition 7(a) set out in s. 10(1) of the *Act*, 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.

14. The landlord alleged that LL#10 was issued because the tenant interfered with the rights of other tenants in the common areas and the property of which they form a part. These allegations include that she screamed or yelled at other tenants and guests in the parking lot, chased a guest, threw rocks at him, and harassed others. Documentary evidence was provided in support of this.
15. The tenant denied all these allegations. The tenant's representative instead suggests the tenant was drawing attention to the landlord's alleged failure to address contaminated water in the residential premises and that the landlord's attempt to evict her is retaliation for this.
16. I will highlight several pieces of directly relevant documentary evidence in turn and address how each party characterizes the given piece, but I ultimately evaluate the evidence in its totality as a cohesive whole.
17. LL#1 is a pair of short video clips, each taken from another tenant's door camera. The tenant can be seen and heard in each clip. In the first clip, LL#1-1 taken at 1:33 am, she says "the (inaudible) went in the woods, and I'm not chasing him in the woods." She appears calm and her tone is conversational. In the second clip, LL#1-2 taken at 1:35 am, she seems agitated. She says, as best I can hear, "(inaudible) oh don't phone [REDACTED], just spit it out, tell her you have no f***ing idea. This is my neighbourhood. I don't want." The video ends there.
18. The landlord relates this video to LL#6 and LL#7, witness affidavits from [REDACTED] and [REDACTED]. These affidavits include references to an incident where they allege the tenant assaulted a man and stopped him from entering his friend or partner's apartment. [REDACTED] says it was about 2:00 am and she saw the tenant screaming at the man, was hitting him, and "stopping him from going into his friend's house." [REDACTED] says that at about 1:30 am she was awakened by screaming, shouting, and cussing. When she looked outside, she says she saw the tenant and two other people in an argument outside. She said she heard the tenant say she would "split his f***ing head open", while another woman tried to calm the situation. She said the man ran into the woods and the tenant chased him. She said that the tenant came to her apartment the next morning to explain what happened, but she refused to listen.
19. The tenant's representative brought up that [REDACTED] is the landlord's mother as well as a fellow tenant, which the landlord agrees is true. He suggested this weakens her credibility. He did not provide any reason I should doubt [REDACTED] evidence. He pointed out, correctly, that LL#1-1 does not show the tenant chasing or attacking anyone. He questioned why there was no video evidence of the alleged attack. The landlord submitted that there was no evidence available. He explained that the area where the alleged attack happened is not under video surveillance and no one happened to capture it. The tenant's representative also highlighted that the man who was allegedly attacked was not a tenant or a landlord. This is true, and it is true that s. 24(1) only regards interference with the rights of other tenants or the landlord. However,

a tenant has a right to have guests (see s. 30(1) of the Act). Preventing a guest from entering or attacking them can therefore violate another tenant's rights.

20. I note that the videos and the affidavits are largely consistent with themselves each other. Minor inconsistency in timing (██████████ suggesting about 2 am rather than 1:30 am) is not evidence of lack of credibility or reliability.
21. LL#2 is a video taken from someone's smartphone. It shows the parking area of the premises. A dark-haired woman, identified by the landlord as his mother, ██████████, is speaking to the tenant. It is clear from the body language of both individuals that a confrontation is occurring. ██████████ raises her voice somewhat above a conversational level, but is drowned out by the tenant, who yells at a volume that seems to strain her voice. The two women are only a little more than an arms' length from each other at this point. The ██████████ immediately walks away. The tenant continues to yell "I called poison control. It is poison you're putting through the f***ing waters, and you're poisoning us." A person off-camera says "I'm recording this." The tenant says in a normal tone "That's it. I'm calm." ██████████ replies, in an irritated tone, "You're f***ing calm alright. (Inaudible) this morning. (Inaudible) the other night. I tried to (inaudible) back to you." A woman offscreen calls the police. A few more inaudible words are exchanged before the video ends.
22. The tenant's representative said that this video shows no threats or harassment. I agree that it certainly contains no evidence of threats. Yelling at an extremely high volume directly into a person's face can constitute harassment, however, and can perhaps even be harmful. I do acknowledge the two women appeared to be having an argument that may have been mutual, and I have no evidence of how it started.
23. LL#4 is a series of pictures allegedly showing that the tenant caused smoke damage to the premises. LL#5 is a witness affidavit from an inspector hired by the landlord who says he observed the same. I consider these to be of no weight whatsoever. Causing damage to the rental premises, even by smoking against the terms of a rental agreement, is not in and of itself a breach of statutory condition 7(a), which is the only issue currently relevant.
24. LL#7, which includes the affidavits of ██████████ and of one ██████████, include other allegations against the tenant in addition to what was discussed in paragraph 18 above. ██████████ alleges that she was awoken by the tenant screaming in the parking lot on multiple occasions, that the tenant has screamed at her in front of her clients and used a threatening tone. ██████████ says he has witnessed several of these incidents.
25. The tenant's representative suggested that ██████████ is the partner of ██████████, and that this makes his testimony questionable.
26. The tenant's representative suggested that the landlord's continued efforts to seek rent from the tenant suggested he has an improper motive for trying to evict the tenant. I reject this suggestion. A landlord is entitled to collect rent for every day the tenant occupies the rental premises, regardless of whether or not a termination notice has been issued.

27. Considering the evidence in its totality, I find on a balance of probabilities that the tenant has contravened statutory condition 7(a) by interfering with the rights of other tenants. It is clear that the tenant honestly believes that the landlord has failed to rectify the issue of contaminated water, and that this belief has driven her to harass and interfere with other tenants. Regardless of her motivation, her behaviour is in violation of the *Act*.
28. LL#10 complies with all relevant sections of the *Act* and is therefore valid.
29. For clarity, I wish to make it clear that whether the water is currently contaminated is not directly relevant to the validity of the termination notice or the landlord's request for an order of vacant possession. It would therefore be inappropriate for me to make a finding as to that matter of fact.

Decision

30. The termination notice dated 17-September-2025 is valid.
31. The valid termination notice gave a move out date of 23-September-2025. The tenancy agreement ended on that date. Insofar as the tenant still occupies the premise, they are doing so illegally. The landlord's application for an order of vacant possession succeeds.

Summary of Decision

32. The tenant shall vacate the premises immediately.
33. The tenant 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.

6-October-2025
Date


Seren Cahill
Residential Tenancies Office