

Residential Tenancies Tribunal

Application 2025-0790-NL & 2025-0826-NL

Michael Reddy
Adjudicator

Introduction

1. Hearing held at 9:08 AM on 23-September-2025 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as the tenant, attended, and was represented by [REDACTED] in the hearing.
3. The respondent and counter-applicant, [REDACTED], hereinafter referred to as the landlord, attended the hearing.

Preliminary Matters

4. The tenant submitted an affidavit (T#1) along with his application which did not specify the date and time the landlord was served. The landlord confirmed she was served on 5-September-2025.
5. The landlord submitted an affidavit (L#1) along with the application stating the tenant had been personally served on 12-September-2025 at approximately 3:30 PM. The tenant representative did not dispute this service. In accordance with the Residential Tenancies Act (the Act), 2018, this is considered good service.
6. There is a written monthly rental agreement which started on 1-July-2023 with rent set at \$500.00 due on the 1st of each month. There was no security deposit collected on the tenancy.
7. The tenant amended his application to seek hearing expenses.

Issues before the Tribunal

8. The landlord is seeking an Order of Vacant Possession of the rental premises.
9. The tenant is questioning the validity of the termination notice and seeking hearing expenses.

Legislation and Policy

10. The jurisdiction of the Director of Residential Tenancies is outlined in Sections 46 and 47 of the Residential Tenancies Act, 2018.
11. Also, relevant and referred to 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 / Validity of Termination Notice

Relevant Submission

12. Both parties submitted a copy of a Notice to Terminate Early- Cause under Section 24 of the Act (T#2, L#2) with a request for the tenant to vacate the rental premises by 1-September-2025. The landlord testified the tenant was personally served the termination notice on 25-August-2025.

Landlords Position

13. The landlord testified the tenant resides in the same 3-bedroom basement apartment which she and her fiancée rents from the owner of the property, and she sublets a room in the apartment to the tenant.
14. The landlord testified they share the washer/dryer of the rental premises and on 15-July-2025, she returned to the rental premises and observed the tenant had moved her clothing from the washer and placed them in the dryer. Following observation of this,

she stated she started a verbal confrontation with the tenant about his doing so. She stated, in response, the tenant began slamming his bedroom door and yelling at her. She stated she was concerned the upstairs tenants would be negatively impacted by the noise.

15. The landlord stated the upstairs tenants did in fact contact the owner following this situation with concerns who requested that she respond to the situation.
16. Along with her application, the landlord supplied four audio messages of interactions between herself and the tenant (L#3). The landlord stated there had been one instance when the upstairs tenants contacted her in relation to noise concerns from the basement apartment.

Tenants Position

17. The tenant did not dispute what occurred on 15-July-2025 and stated there were previous situations when he did not have access to the washer due to the landlord's clothing not being removed.
18. The tenant testified the landlord would often state to him that her residence was "not clean" and would complain to him about his failure to clean his dirty dishes. The tenant stated he would always clean his dishes, and the landlord would expect him to clean her dishes which he was not responsible for.
19. The tenant's representative testified she maintained regular telephone contact with the tenant and the tenant informed her about verbal confrontations between himself and the landlord. She stated she was aware that the landlord "expects [REDACTED] to clean up after her all the time". This assertion is viewed as hearsay as it was not personally witnessed by the tenant's representative.

Analysis

20. 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#2) which was served personally on the tenant in accordance with Section 35(2)(a). Upon review of L#2, the notice was issued on 25-August-2025 with a termination date of 1-September-2025. The notice issued is in clear compliance with the timeline requirements of Section 24(1). L#2 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.
21. The only remaining issue is whether 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.

22. The landlord testified on 15-July-2025 she verbally confronted the tenant in relation to his placement of her clothing in the dryer which resulted in her clothes being stained.
23. 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".
24. Considering the evidence in totality, I find that the actions of the tenant has not unreasonably interfered with the rights and reasonable privacy of the landlord or other tenants. The landlord alleged interference primarily based on a singular event involving a verbal confrontation between herself and the tenant that resulted in concerns raised by the upstairs tenants regarding noise. The evidence shows one significant incident and one complaint from upstairs tenants. There is no indication of an ongoing pattern of unreasonable disturbance. The washer/dryer was in a common area, and the tenant's action of moving laundry does not constitute unreasonable interference.

Decision

25. The termination notice dated 25-August-2025 is not a valid notice.

Issue 2: Hearing Expenses \$20.00

Tenant Position

26. The tenant provided a receipt (T#2) demonstrating payment of a \$20.00 application fee and is seeking reimbursement.

Analysis

27. In accordance with Residential Tenancies Policy Section 12-1, filing fees can be claimable costs. As the tenant's claim has been successful, I find that the landlord is responsible for the hearing expenses.

Decision

28. The tenant's claim for hearing expenses succeeds in the amount of \$20.00.

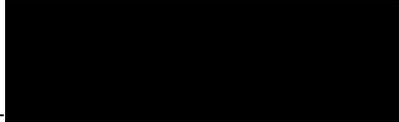
Summary of Decision

29. The termination notice dated 25-August-2025 is not a valid notice.

30. The landlord shall pay to the tenant \$20.00 for the hearing expense.

21-Nov-25

Date



Michael Reddy, Adjudicator
Residential Tenancies Office