

Residential Tenancies Tribunal

Application 2025-0805-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:18 a.m. on 1-October-2025.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as “the landlords”, attended by teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as “the tenants”, did not attend.

Preliminary Matters

4. 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 the claim and notice of 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 respondent’s absence so long as they have been properly served. The landlords submitted an affidavit with their application stating that they had served the tenants with the notice of hearing electronically by text to the only number provided to them by the tenants; [REDACTED] on 11-September-2025 (LL#1). The landlords provided proof of service (LL#2). 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.
5. There is a written month-to-month rental agreement which commenced on 1-May-2017. Rent is \$950.00 per month, due on the first day of each month. A security deposit of \$475.00 was paid on 1-May-2017.

Issues before the Tribunal

6. The landlords are seeking:
 - Vacant possession of the rented premises
 - Hearing expenses \$20.00

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 are the following sections of the *Residential Tenancies Act, 2018*: Section 10: Statutory Conditions and Section 24; Notice where tenant contravenes peaceful enjoyment and reasonable privacy. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Policy*: Section 12-1: Recovery of costs.

Issue # 1: Vacant Possession of the Rented Premises

Relevant Submission

9. The landlords submitted a copy of a termination notice that was given to the tenants on a *Landlord's Notice to Terminate Early – Cause* form (LL#3). The notice was signed on 20-August-2025 under Section 24; *Notice where tenant contravenes peaceful enjoyment and reasonable privacy* to vacate on 20-September-2025.

Landlord's Position

10. The landlords testified that one of the respondents had interfered with the peaceful enjoyment and reasonable privacy of the other tenants who reside on the top level of the unit. The landlords testified that one of the respondents approached the outside entrance area of the upstairs unit on 18-August at night in what appeared to be an intoxicated state trying to deliver a parcel. The landlords stated that when the respondent did not get a response, he became aggressive and started to bang and kick on the exterior door. The landlords submitted a copy of 2 short videos to support the claim (LL#4) and they stated that they have zero tolerance for interference with peaceful enjoyment and they are seeking vacant possession.

Analysis

11. Section 24 of the *Residential Tenancies Act, 2018* 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 specific date not less than 5 days after the notice has been served.

12. The relevant subsections of Section 10 of the *Residential Tenancies Act, 2018* states:

Statutory Conditions

10.(1) Notwithstanding an agreement, declaration, waiver or statement to the contrary, where the relationship of the landlord and tenant exists, there shall be considered to be an agreement between the landlord and tenant that the following statutory conditions governing the residential premises apply:

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.
13. The termination notice was given on 20-August-2025 under Section 24; *Notice where tenant contravenes peaceful enjoyment and reasonable privacy* to vacate on 20-September-2025. I asked the landlords how the termination notice was served, and they responded that it was left inside the residential premises on 20-August. The termination date was given not less than 5 days after the notice was served which meets the requirements as set out in the *Act*. I find that the termination notice is a valid notice from a timeline perspective, however it needs to be further analyzed for validity under Section 24 of the *Act*.
14. I accept the landlord's testimony that they were notified by their upstairs tenants of an incident on 18-August involving one of the respondents whereby the upstairs tenants felt scared. I also accept the exhibits entered into evidence validating the incident. I asked the landlords if anything like this had ever happened before in the 8-year tenancy, and they responded that it has not. I asked the landlords if there were any other incidents whereby the upstairs tenants ever complained about the respondents interfering with their peaceful enjoyment and/or reasonable privacy and they responded that there was not. The landlords confirmed that this was an isolated incident whereby one of the respondents appeared to be intoxicated and they affirmed that they have zero tolerance for such behavior.
15. In accordance with Section 10 (7) of the *Residential Tenancies Act* as stated above, I find that the respondents did not unreasonably interfere with the peaceful enjoyment or reasonable privacy of the upstairs tenants. I accept that the incident was an isolated incident over a 7-year period, and I find that the videos show that the incident lasted approximately 2 minutes in duration and was not excessive in nature. For those reasons, I find that the respondents did not contravene Section 10 of the *Act* and as such, I find that the termination notice given is not a valid notice.

Decision

16. The termination notice dated 20-August-2025 is not a valid notice.

Issue # 2: Hearing expenses \$20.00

Analysis

17. The landlords paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt (LL#5). In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, filing fees can be claimable costs. As the landlord's claim for vacant possession does not succeed, I find that the tenants are not responsible for the hearing expenses.

Decision

18. The landlord's claim for hearing expenses does not succeed.

Summary of Decision

19. The termination notice dated 20-August-2025 is not a valid notice.
20. The landlord's claim for vacant possession does not succeed.
21. The landlord's claim for hearing expenses does not succeed.

October 2, 2025

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office