

## Residential Tenancies Tribunal

Application 2025-0827-NL

Oksana Tkachuk  
Adjudicator

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### Introduction

1. Hearing was called at 2:04 p.m. on 14-October-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, attended the hearing.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant”, did not attend.
4. [REDACTED] was called into the hearing by the landlord as a witness.

### Preliminary Matters

5. The tenant was not present or represented at the hearing and I was unable to reach them at the beginning 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 landlord submitted an affidavit with their application stating that they have served the tenant with the notice of the hearing electronically via email to [REDACTED] on 23-September-2025 (LL#1). The landlords submitted proof of sent email and explained that this email address was provided by the tenant in the rental for communication. In accordance with the *Residential Tenancies Act, 2018* this is good service. As the tenant was properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in their absence.
7. There is a written fixed-term rental agreement which commenced on 31-July-2025. Rent is \$675.00 per month, due on the first of each month. A security deposit of \$507.00 was collected on 28-July-2025 and is in the landlord’s possession.

### Issues before the Tribunal

8. The landlord is seeking:

- An Order for vacant possession of the rented premises.

## 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*.
10. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 24: Notice where tenant contravenes peaceful enjoyment and reasonable privacy and Section 34: requirements for notices, 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

11. The landlords submitted a copy of a termination notice that was given on a *Landlord's Notice to Terminate Early – Cause* form (LL#2). The termination notice was issued to the tenant on 31-August-2025, under Section 24: *Notice where tenant contravenes peaceful enjoyment and reasonable privacy*, to vacate on 6-September-2025 and served electronically via email provided by the tenant.

### Landlord's Position

12. The landlord stated that since the day the tenant moved in, other tenants in the unit have been complaining about the tenant's conduct, including the presence of unauthorized individuals, sharing of the entry code, physical interactions, and generally disrespectful behavior. The landlord also testified that the tenant kept a cat in the unit and conducted poor hygiene, despite pets not being permitted under the rental agreement. She stated that the presence of the cat caused an unpleasant odor in the shared areas and that other tenants complained about the smell and unsanitary conditions associated with it. The landlord submitted videographic evidence to support their claim (LL#3).
13. The landlord noted that life in the unit had been peaceful before this tenancy began. The landlord asked to call the witness to provide further details. The landlord further stated that the witness has resided in the unit for approximately four years, and prior to this tenant's arrival, she had never received any complaints.
14. The landlord called the witness.

### Witness statement

15. The witness confirmed that he resides in the same unit and is sharing common areas with the tenant in question and other tenants.
16. The witness testified that issues with the tenant began on the very first day of the tenancy. The witness stated that the tenant shared the secure entry code with other people, allowing unauthorized individuals to access the property without restriction. The witness also testified that there were a few physical interactions between the tenant and his friends, after which the other tenants began to feel unsafe around him.
17. The witness also testified that the tenant often spoke loudly early in the morning, around, either on the phone or with visitors, disturbing other tenants' sleep. The witness described

the tenant's behavior as unusual, stating that his movements and mannerisms appeared abnormal. The witness reported that multiple people were coming and going from the unit during the day and evening hours, creating discomfort and fear among other residents for their safety and personal belongings. They expressed that, knowing the tenant had shared the entrance code, they no longer felt secure in their rooms.

18. The witness further testified that the tenant kept a cat in the unit, despite pets being prohibited under the rental agreement. According to the witness, the tenant did not properly care for the animal, resulting in strong odors and feces within the unit. The witness stated that the cat often appeared hungry and that the tenant used a shared vacuum to clean cat feces and litter but failed to clean the vacuum afterward. According to the witness, other tenants and himself experienced significant discomfort due to the presence of the cat in the common areas, including the living room and kitchen. They further stated that the extreme odor, as well as the presence of the feces and litter through the unit, prevented them from enjoying their stay in the rental premises.
19. The witness stated that the tenant did not demonstrate respect for boundaries, did not follow the house rules, and began inviting unauthorized individuals into the unit immediately upon moving in. The witness indicated that prior to the tenant's arrival, the shared kitchen and living areas were clean and tidy; however, the condition of these spaces deteriorated significantly after the tenant moved in. The witness reported that the tenant took food from the shared refrigerator, including others' meals and leftovers, and used the witness's kitchenware without permission.
20. The witness concluded by stating that due to these ongoing issues, they and the other tenants do not feel secure in the unit and believe that the tenant has interfered with their peaceful enjoyment and reasonable privacy.

## **Analysis**

21. 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.

22. 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.

23. I accept the landlord's representative's testimony, indicating that the tenant was properly served with a termination notice, as the tenant was not present or represented during the hearing to provide their own testimony. For those reasons I find that the termination notice given on 31-August-2025 under Section 24; *Notice where tenant contravenes peaceful enjoyment and reasonable privacy* to vacate on 6-September-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).

24. According to the Section 7-5 of the *Residential Tenancies Policy Manuel*, unreasonable disturbances interfering with peaceful enjoyment and reasonable privacy may include but is not limited to the following: excessive noise, aggressive or obnoxious behavior, threats and harassment.

25. As the tenant did not attend the hearing and was not represented during the hearing to provide their testimony, I accept the witness's statement that the tenant shared the entry code, thereby allowing unauthorized individuals to access and reside in the unit from the outset of the tenancy. I further accept the witness's account of physical altercations occurring on the premises, which contributed to other tenants feeling unsafe and insecure in their living environment. I also accept the witness's testimony indicating that the tenant took food belonging to other tenants, failed to clean shared areas, and disregarded established household rules. I find that these actions further disrupted safety concerns and the peaceful enjoyment of the premises by other occupants.

26. I accept the statements provided by both the landlord and the witness regarding the tenant's inappropriate conduct and interference with the peaceful enjoyment of the premises by other tenants primarily due to the presence of unauthorized guests. Additionally, while the presence of a cat in the unit may constitute a breach of the rental agreement, I accept that the resulting odor and unsanitary conditions in the common areas negatively impacted the other tenants' ability to peacefully enjoy their living environment.

27. Based on the testimony and evidence presented, and in the absence of any contradictory evidence from the tenant, I find that the landlord has provided sufficient evidence to support their claim. Therefore, I find it credible that the tenant's actions and lifestyle interfered with the peaceful enjoyment and reasonably privacy of the other tenants residing on the property.

28. I find that the termination notice issued by the landlord on 31-August-2025 is valid.

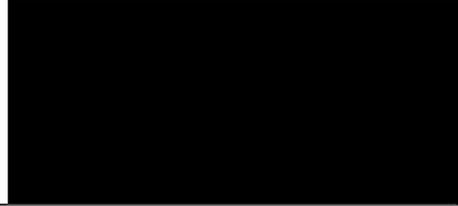
### **Decision**

29. The landlord's claim for an Order of vacant possession succeeds.

### **Summary of Decision**

30. The tenant shall vacate the premises immediately.

31. The tenant shall pay to the landlords any costs charged to the landlord by the Office of the High Sheriff should the landlord be required to have the Sheriff enforce the attached Order of Possession.
32. The landlord will be awarded an Order of Possession.



October 22, 2025  
Date

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Oksana Tkachuk, Adjudicator  
Residential Tenancies Office