

## Residential Tenancies Tribunal

Application 2025-0842-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 2:00 p.m. on 14-October-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, attended by teleconference. Also present was interpreter, [REDACTED].
3. The respondent, [REDACTED], hereinafter referred to as “the tenant”, did not attend.

### Preliminary Matters

4. The tenant was not present or represented at the hearing and I was unable to reach her 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 respondent fails to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondent’s absence so long as she has been properly served. The landlord submitted an affidavit with his application stating that he had served the tenant with the notice of hearing personally at the residential premises on 22-September-2025 (LL#1). 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 her absence.
5. There is a fixed term rental agreement whereby the tenant rents a room along with 3 other tenants in the basement unit and whereby 4 other tenants reside in the upstairs unit. The tenant took possession of her room on 22-May-2025. Rent is \$740.00 per month due on the first day of each month. A security deposit of \$500.00 was paid on 26-April-2025 and is 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*. 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.

### Issue # 1: Vacant Possession of the Rented Premises

#### Relevant Submission

8. The landlord submitted a copy of a termination notice that was given on a *Landlord's Notice to Terminate Early – Cause* form (LL#2). The notice was issued to the tenant personally by posting it to her bedroom door on 12-September-2025 under Section 24; *Notice where tenant contravenes peaceful enjoyment and reasonable privacy* to vacate on 18-September-2025.

#### Landlord's Position

9. The landlord testified that the other tenants in the dwelling have been continuously complaining about the loud noise at night including banging on doors and loud music, high traffic flow coming and going all hours of the night, and the smell of smoke in the unit which interferes with their ability to get a proper night's sleep and their overall peaceful enjoyment. The landlord testified that the *Police* were called to the unit on the night of 11-September-2025 after one of the tenant's guests broke her bedroom window with a hammer. The landlord provided a *Police Record Number* to support the claim - 2025-63264 (LL#3). The landlord submitted 4 sworn witness affidavits to corroborate his testimony (LL#4), and he is seeking to have the tenant removed from the premises as soon as possible.

### Analysis

10. 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.

11. 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.

12. The termination notice was given on 12-September-2025 under Section 24: *Notice where tenant contravenes peaceful enjoyment and reasonable privacy* to vacate on 18-September-2025. 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 but has to be further analyzed for validity (see below).

13. In accordance with Section 10 of the *Act* as stated above, I accept the landlord's testimony, and the exhibits entered into evidence which supports the landlord's claim that the tenant has unreasonably interfered with the rights and peaceful enjoyment of the other tenants in both the downstairs and upstairs units. I find that the sworn affidavits from the other tenants corroborates the landlord's testimony and as such, I find that the termination notice given on 12-September-2025 is a valid notice.

14. I find that the tenant should have vacated the unit on 18-September-2025.

#### **Decision**

15. The landlord's claim for vacant possession of the rented premises succeeds.

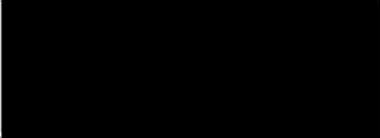
16. The tenant shall vacate the property immediately.

17. The tenant shall pay to the landlord 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.

18. The landlord will be awarded an Order of Possession.

October 15, 2025

Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office