

Residential Tenancies Tribunal

Application 2025-0885-NL
Counter application 2025-0917-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 10.32 a.m. on 22-October-2025.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as “the landlords”, attended the hearing.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant”, attended via teleconference.

Preliminary Matters

4. The landlords submitted an affidavit stating that they have served the tenant with the notice of the hearing personally on 8-October-2025 (LL#1). The tenant confirmed receiving the notice on that day.
5. The tenant stated that he served the landlords with the notice of the hearing personally on 10-October-2025. The landlords confirmed that they received a notice on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service, I proceeded with the hearing.
6. There is a written month-to-month rental agreement which commenced on 1-November-2024. Rent is \$800.00 per month, due on the first of each month. A security deposit of \$400.00 was collected on 1-September-2024 and is still in the landlord’s possession.

Issues before the Tribunal

7. The landlords are seeking:
 - Validity of the termination notice;
 - An Order for vacant possession of the rented premises.
8. The tenant is seeking:
 - Validity of the termination notice;
 - Other expenses.

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 is the following section of the *Residential Tenancies Act, 2018*: Section 24: Notice where tenant contravenes peaceful enjoyment and reasonable privacy, and the following sections of the *Residential Tenancy Policy Manual*: Section 7-5: Interference with peaceful enjoyment and reasonable privacy and Section 12-01: Costs.

Issue # 1: Validity of the Termination Notice; Vacant Possession of the Rented Premises.

Relevant Submissions

11. 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 termination notice was issued to the tenant on 22-September-2025, under Section 24: *Notice where tenant contravenes peaceful enjoyment and reasonable privacy*, to vacate on 28-September-2025 and served on the same date.

Landlord's Position

12. The landlord testified that they reside on the main floor of the property, while the tenant occupies the basement apartment. The landlord stated that one day, while they were outside on the deck, they observed a black car arriving at the property. According to the landlord, the individual associated with that vehicle harassed one of the landlords while leaving.
13. The landlord further stated that there have been multiple occasions when various people and vehicles arrived at the property, parked in the driveway, and picked up items from the tenant's unit. The landlord indicated that this traffic interfered with their peaceful enjoyment of the premises, as they often sit outside on the patio after a workday and find these activities disruptive. The landlord also stated that the tenant had been harassing them through messages.
14. The landlord also expressed concern that illegal activity may be occurring in the tenant's unit, alleging that the tenant might be selling cigarettes. Additionally, the landlord stated that the tenant had been using the landlord's shed for storage and was asked to remove their belongings, as the shed had become cluttered and posed a potential hazard. The landlord also requested that the tenant remove items from the driveway.
15. The landlord testified that the tenant smokes inside the unit, and the smell of marijuana travels upstairs, causing discomfort for the landlord and their visitors.
16. The landlords are seeking vacant possession of the rental premises.

Tenant's Position

17. The tenant confirmed receiving the termination notice on 22-September-2025, however disputed the landlord's account. Regarding the incident with the black car, the tenant explained that the individual involved was his friend, and the confrontation between that person and the landlord stemmed from a personal issue between them. The tenant stated

that after that incident, his friend no longer visited the property, as the tenant himself was concerned about the situation.

18. In response to the landlord's claim of multiple visitors and cars coming to the property, the tenant testified that this was not accurate. He stated that only his family members and his manager occasionally visited. The tenant alleged that the landlord harassed his manager and his family members, and as a result, nobody, including his children, visits him at the unit anymore.
19. Regarding the smoking complaint, the tenant stated that he does not smoke inside the unit. He testified that after the landlord expressed concern, he now smokes outside only. The tenant disputed the landlord's statement that he is selling cigarettes, however stated that the landlord is the one involved in that kind of business.
20. In relation to the shed, the tenant stated that there was a verbal agreement between the parties allowing him to use the shed for his personal storage. He therefore did not see any issue with his use of that space.

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 both the landlord's and tenant's statements that a termination notice was issued and received by the tenant on 22-September-2025. For those reasons I find that the termination notice given on 22-September-2025 under Section 24; *Notice where tenant contravenes peaceful enjoyment and reasonable privacy* to vacate on 28-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 *Policy*, *Interference with peaceful enjoyment and reasonable privacy is 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. This includes any unreasonable disturbance that interferes with right of the landlord to maintain and manage the rental property.*

25. I accept the testimony of both parties. Their statements, however, are contradictory. The tenant testified that the incident involving his friend occurred only once and that, since that time, the individual has not returned to the property. The landlord did not provide sufficient evidence to establish that there were multiple or continuing disturbances. As such, I find that the landlord has not proven, that there was an ongoing issue involving the tenant or the tenant's visitors that interfered with the landlord's peaceful enjoyment or reasonable privacy. The landlord also failed to submit any supportive evidence to prove harassment through messages.

26. With respect to the smoking issue, I accept that smoking inside the unit could interfere with the landlord's peaceful enjoyment. However, the tenant testified that he no longer smokes inside and now smokes outside the unit. As the landlord did not dispute the tenant's statement, I find that the issue has been resolved.

27. Regarding the use of the shed, I do not consider this matter to form part of the alleged interference with peaceful enjoyment or reasonable privacy.

28. I accept that there is ongoing conflict between the landlords and the tenant; however, personal disputes or disagreements alone are not sufficient grounds for eviction under the *Act*. The onus was on the landlords to prove that the tenant caused ongoing and unreasonable disturbances. I find that the landlords have not met that burden of proof. Therefore, while the termination notice was served within the appropriate time frame, the landlords has not established sufficient grounds for termination under section 24 of the *Act*. Therefore, I find that the termination notice is not valid, and the landlords' claim for an order of vacant possession does not succeed.

Decision

29. Termination notice is not a valid termination notice. The landlord's claim for an Order of vacant possession does not succeed.

Issue # 2: Other expenses \$20.00.

Relevant Submission

30. The tenant paid \$20.00 for the application fee is seeking reimbursement. The tenant submitted a copy of the receipt to support the claim (TT#1).

Analysis

31. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual*: Costs, as the landlord's claim was not successful as per paragraphs 29, the tenant will be awarded with \$20.00.

Decision

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

Summary of Decision

35. The landlords shall pay the tenant \$20.00 to cover other expenses.

36. The termination notice issued on 22-September-2025 is not a valid termination notice.

37. The landlords' claim for an Order for vacant possession does not succeed.

October 29, 2025
Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office