

## Residential Tenancies Tribunal

Application 2025-0911-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 1:58 p.m. on 23-October-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, attended by teleconference. [REDACTED], hereinafter referred to as “the landlord”, was added to the application and attended by teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as “the tenants”, did not attend.
4. A witness for the landlords, [REDACTED] was called into the hearing.

### Preliminary Matters

5. The tenants were not present or represented at the hearing and I was unable to reach them 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 emails on 10-October-2025 (LL#1). The landlords submitted 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.
6. There is a fixed term rental agreement which commenced on 1-April-2025. Rent is \$1300.00 per month due on the first day of each month. A security deposit of \$975.00 was paid on 24-March-2025 and is in the landlord’s possession.

### Issues before the Tribunal

7. The landlords are seeking:

- An order for vacant possession of the rented premises
- Hearing expenses \$20.00

## Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
9. 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 Manual*: Section 12-1: Recovery of costs.

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

### Relevant Submission

10. The landlord submitted a copy of a termination notice that was given on a *Landlord's Notice to Terminate Early – Cause* form (LL#3). The notice was given on 19-September-2025 under Section 24; *Notice where tenant contravenes peaceful enjoyment and reasonable privacy* to vacate on 25-September-2025.

### Landlord's Position

11. The landlords testified that the other tenants in the upstairs dwelling have been continuously complaining about their safety and loud noise at night including banging on doors and loud music, high traffic flow coming and going all hours of the night, and people lurking around their windows looking for the downstairs tenants which interferes with their ability to get a proper night's sleep and their overall peaceful enjoyment. The landlords called a witness into the hearing to corroborate their testimony.
12. The witness testified that in early May 2025 shortly after the tenants moved into the unit, she was leaving her unit at approximately 12:30am when she noticed a young man knocking on the basement apartment window looking for one of the new tenants. The witness stated that since that incident, there has been a high flow of traffic to and from the unit and loud noises at night preventing her and her family from enjoying peaceful enjoyment at their home. The witness also testified that that there was a recent incident around 15-September at approximately 3:00am when she heard loud banging noises on the window to the apartment below and she noticed a man in her backyard who stated that he was looking for his friend. The witness expressed that this incident shook her up and she is fearful for her safety and the safety of her family.

## Analysis

13. 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.

14. 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.

15. The termination notice was given on 19-September-2025 under Section 24; *Notice where tenant contravenes peaceful enjoyment and reasonable privacy* to vacate on 25-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).

16. In accordance with Section 10 of the *Act* as stated above, I accept the landlord's testimony, and the testimony of the witness who resides at the premises which supports the landlord's claim that the tenants have unreasonably interfered with the rights and peaceful enjoyment of the other tenants in the upstairs unit. I find that the witness was able to corroborate the landlord's testimony and as such, I find that the termination notice given on 19-September-2025 is a valid notice.

17. I find that the tenants should have vacated the unit on 25-September-2025.

### Decision

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

### Issue # 2: Hearing expenses \$20.00

#### Analysis

19. The tenants paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#4). In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, claimable costs may include the filing fee. As the landlord's claim has been successful, I find that the tenants are responsible for the hearing expenses.

### Decision

20. The landlords claim for hearing expenses succeeds in the amount of \$20.00.

## Summary of Decision

21. The landlords shall retain \$20.00 from the security deposit to cover the cost of hearing expenses.
22. The landlord's claim for vacant possession of the rented premises succeeds.
23. The tenants shall vacate the property immediately.
24. The tenants shall pay to the landlords any costs charged to the landlords by the Office of the High Sheriff should the landlords be required to have the Sheriff enforce the attached Order of Possession.
25. The landlords will be awarded an Order of Possession.

October 27, 2025

Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office