

Residential Tenancies Tribunal

Application 2025-0921-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:02 a.m. on 11-December-2025.
2. The applicant, [REDACTED] represented by [REDACTED], hereinafter referred to as “the landlord”, attended the hearing.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as “the tenants”, and [REDACTED] as authorized representative (TT#1), attended via teleconference.

Preliminary Matters

4. The landlords submitted an affidavit stating that they have served the tenants with the notice of the hearing on 20-November-2025 via posting them on the door (LL#1). Posting the notice of hearing on the door is not considered proper service under the *Residential Tenancies Act, 2018*. However, as the tenants confirmed receiving the notice on that date and waived the service, I proceeded with the hearing.
5. There was a written fixed-term rental agreement signed by the tenants with the previous landlord, commencing on 1-June-2024, for a one-year term. The current landlord purchased the property approximately one year ago and did not enter into a new written rental agreement with the tenants. As a result, they believe they are now in a month-to-month verbal rental agreement. Rent is \$1075.00 per month, due on the first of each month. A security deposit of \$806.25 was collected on 1-June-2024 and is still in the landlord’s possession.

Issues before the Tribunal

6. The landlords are seeking:
 - An Order for vacant possession of the rented premises;
 - Other 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 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, Section 12-1: Costs.

Issue # 1: Vacant Possession of the Rented Premises.

Relevant Submissions

9. 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 tenants on 17-September-2025, under Section 24: *Notice where tenant contravenes peaceful enjoyment and reasonable privacy*, to vacate on 23-September-2025 and served on the same date.

Landlord's Position

10. The landlord's representative stated that on the day prior to issuing the termination notice, one of the landlord's workers, who was performing work at the residential premises, received a threatening statement from the tenant and their family member. The landlord's representative explained that the worker submitted a sworn statement detailing the incident and contacted the Royal Newfoundland Constabulary (LL#3). The landlord's representative stated that according to the statement, the tenant said they had a sharp knife, and the tenant's family member stated they had a hammer. The landlord's representative explained that these statements were perceived as threatening and created a serious concern for safety. The landlord's representative stated that, based on the worker's account, they had no reason to doubt the truthfulness of the statements provided. The landlord explained that, due to the seriousness of the threats, they decided to issue a termination notice the following day.

11. The landlords are seeking vacant possession of the rental premises.

Tenants' Position

12. The tenant's representative stated that none of the allegations made by the landlord are true. The representative explained that the landlord's worker is the one who has been harassing the tenant, the tenant's family members, and other tenants in the building whenever they encounter each other. The tenant's representative stated that there should be more evidence to support the landlord's claims and that this incident is false. The representative also stated that the landlord's worker has previously been involved in evicting other tenants under similar circumstances, which raises concerns about the credibility of the allegations.
13. The tenants confirmed receiving the termination notice on 17-September-2025, however disputed the landlord's account. The tenant stated that the alleged threats never occurred. He explained that he has been sober for over 30 years and would never make comments of this nature. He explained that he is a senior living a calm life and would never threaten anyone with a knife or any weapon. The tenant explained that the landlord's worker claimed he was cleaning the premises when the alleged harassment occurred, but the tenant stated that he and his family member were the ones cleaning the property and they were not disposing of garbage improperly. The tenant stated that he would even be willing to pay for a lie detector test to prove his innocence.

14. The tenant's spouse stated that she supports her husband's position and confirms that the alleged incident did not occur.

Analysis

15. 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.

16. 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.

17. I accept both the landlord's and tenant's statements that a termination notice was issued and received by the tenants on 17-September-2025. For those reasons I find that the termination notice given on 17-September-2025 under Section 24; *Notice where tenant contravenes peaceful enjoyment and reasonable privacy* to vacate on 23-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).

18. 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.*

19. I have considered the testimony of both parties and the sworn statement provided by the landlord. While the tenants deny the allegations, the conduct alleged is extremely serious.

Threats involving weapons constitute a significant interference with the landlord's right to maintain the property and with the safety and peaceful enjoyment of others. Under *Policy 7-5* and section 24 of the *Act*, even a single incident may justify termination where the conduct is violent, threatening, or otherwise endangers safety.

20. In assessing credibility, I note that the landlord's evidence is documented in a sworn statement and that there appears to have been involvement by the RNC, which lends weight to the landlord's version of events. The termination notice was issued immediately following the incident, which is consistent with the seriousness of the alleged conduct. While the tenants deny the allegations and assert harassment by the landlord's worker, I find the landlord's evidence to be more credible and better supported by corroborating circumstances.

21. On a balance of probabilities, I accept the landlord's version of events. The threats involving weapons constitute a serious breach that interferes with the landlord's ability to maintain the property and compromises safety.

22. Accordingly, I find that the termination notice is valid under section 24 of the *Act*, and the landlord's claim for an order of vacant possession succeeds.

Decision

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

Issue # 2: Other expenses \$20.00.

Relevant Submission

24. The landlord paid \$20.00 for the application fee is seeking reimbursement. The landlord submitted a copy of the receipt to support the claim (LL#4).

Analysis

25. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual: Costs*, as the landlord's claim was successful as per paragraphs 23, the landlord will be awarded with \$20.00.

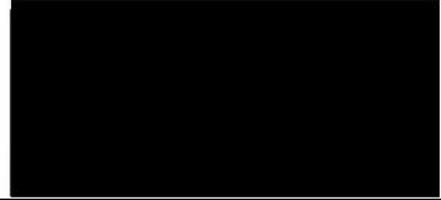
Decision

26. The landlord's claim for other expenses succeeds.

Summary of Decision

27. The landlord shall retain \$20.00 from the *Security Deposit* to cover *Other Expenses*.

28. The tenants shall vacate the property immediately.
29. The tenants 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.
30. The landlord will be awarded an Order of Possession.



December 24, 2025
Date

Oksana Tkachuk, Adjudicator
Residential Tenancies Office