

## Residential Tenancies Tribunal

Application 2025-0947-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 9:05 a.m. on 1-December-2025.
2. The applicant, [REDACTED], represented by [REDACTED], hereinafter referred to as “the landlord”, attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant”, attended by teleconference.
4. A witness for the landlord, [REDACTED] (them, they) was called into the hearing.

### Preliminary Matters

5. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing via pre-paid registered mail ([REDACTED]) on 10-November-2025 (LL#1). The tenant confirmed receipt of the document. In accordance with the *Residential Tenancies Act, 2018* this is good service.
6. There is a written month-to-month rental agreement which commenced on 4-July-2005. Rent is \$902.00 per month due on the first day of each month. A security deposit of \$232.50 was paid on 4-July-2005 and is in the landlord’s possession.

### Issues before the Tribunal

7. The landlord is 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. 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 are the following sections of the *Residential Tenancies Policy Manual*: Section 7-5: Interference with peaceful enjoyment and reasonable privacy and 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#2). The notice was given on 17-September-2025 under Section 24; *Notice where tenant contravenes peaceful enjoyment and reasonable privacy* to vacate on 23-September-2025.

### Landlord's Position

11. The landlord's representative testified that there was an altercation on 15-September-2025 at approximately 9:00 pm whereby the *Assistant Resident Manager* had to go to the respondent's unit after receiving complaints from an upstairs tenant regarding excessive banging coming from the respondent's ceiling. The landlord's representative testified that the tenant answered the door in a physical state of intoxication holding a knife in his hand refusing to put it down. The landlord's representative stated that the incident was very traumatic for the Manager, so much so that they resigned from their position as *Assistant Resident Manager* and is in the process of relocating from the premises.
12. The landlord's representative stated that such behavior contravenes the rental agreement as the landlord has a zero-tolerance policy when it comes to threatening staff, and she stated that the incident also interfered with the peaceful enjoyment of other tenants residing at the premises and interfered with the rights of the landlord to manage the rental property. The landlord's representative stated that they are seeking vacant possession under Section 24 of the *Act*, and she called the *Assistant Resident Manager* into the hearing as a witness to support her testimony.
13. The witness corroborated the testimony of the landlord's representative and added that the initial complaint came from a tenant residing directly above the respondent's unit complaining that the respondent was pounding on his ceiling with a stick which was loud and disturbing to him. The witness testified that they went to the respondent's door and knocked a couple of times, however no response so they went back to their unit and called the tenant, at which time they informed the tenant of the complaint received. The witness testified that shortly after they went to the C building to deal with a different tenant issue, at which time they could personally hear banging noises coming from the respondent's unit. They testified that other tenants who reside in close proximity to the respondent's unit expressed concern as they could also hear the banging noises, and they also expressed fear for their safety. The witness testified that they proceeded to knock on the respondent's door, at which time he opened the door with a large kitchen knife clutched in his hand by his side facing them. The witness stated that they had to plead with the tenant at least 5-6 times to put the knife down before he did so, and they stated that the altercation was scary and threatening in nature. The witness expressed that this incident shook them up so much that they are fearful of residing in the building any longer, and as a result has tendered their resignation from [REDACTED]

## Tenant's Position

14. The tenant did not dispute that there was an altercation on the night of 15-September-2025, nor did he dispute that he was in a physical state of intoxication; however, he disputed that he threatened the *Assistant Resident Manager* in anyway and testified that he had been cutting up vegetables at the time and that is why he had a knife in his hand. The tenant also stated that someone tried to split his door in half earlier, and he was nervous answering the door and that is why he had a knife. The tenant stated that he was never a threat to the Manager, and he stated that he is not a violent person. The tenant expressed that he is a long-term tenant with no previous issues and wishes to remain in his home.

### **Analysis**

15. 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.

16. 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.

17. Section 7-5 of the *Residential Tenancies Policy* states:

#### **Definitions**

*Interference with peaceful enjoyment and reasonable privacy: 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 the right of the landlord to maintain and manage the rental property.***

18. The termination notice was given on 17-September-2025 under Section 24; *Notice where tenant contravenes peaceful enjoyment and reasonable privacy* to vacate on 23-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 asked the landlord's representative how the notice was given to the tenant, and she responded that she delivered it personally on 17-September. I find that the termination notice is a valid notice from a timeline perspective but has to be further analyzed for validity (see below).

19. I asked the tenant if he had been banging on the ceiling of his unit causing a disturbance for other tenants, and he responded that he had but it was not banging but rather making light taps with a soft mop. I asked the tenant if he had answered the door with a large knife in his hand and he responded that although he cannot remember much from that evening due to his state of intoxication, he can recall having a knife, but it was only because he was cutting up vegetables at the time. I do not accept that tenant's testimony as to why he was carrying a large knife while answering the door as he had 2 different stories during the hearing.
20. In accordance with Section 10 of the *Act* and Section 7-5 of the *Policy* as stated above, I accept the landlord's testimony and the testimony of the witness which supports the landlord's claim that the tenant not only interfered with the peaceful enjoyment of the other tenants but has unreasonably interfered with the rights of the landlord to manage the property.
21. Landlords should be able to knock on a tenant's door to have a conversation without being faced with a weapon pointed towards them and even if the tenant was cutting up vegetables or was fearful to answer the door, that is no reason to continue holding the knife in a threatening position. I accept that the *Assistant Resident Manager* was scared and felt threatened, and the fact that she resigned from her position as a result of the altercation speaks to how traumatic the incident was. I accept that this was a onetime incident, however repeated instances of unreasonable disturbances or activities are not always required when granting vacant possession under Section 24 of the *Act*. A single serious incident that significantly interferes with peaceful enjoyment or privacy can justify termination, and as such I find that the incident was substantial in this case and I find that the tenant's behavior endangered the safety of staff, and the perception of threat and resulting fear was significant.
22. I find that the tenant contravened the rental agreement by threatening staff of the landlord and I also find that the tenant contravened Section 10 of the *Act* by interfering with the peaceful enjoyment of other tenants and by interfering with the rights of a landlord. I find that the termination notice given on 19-September-2025 is a valid notice.
23. I find that the tenant should have vacated the unit on 23-September-2025.

### **Decision**

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

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

### **Analysis**

25. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#3). 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 tenant is responsible for the hearing expenses.

### **Decision**

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

### Summary of Decision

27. The landlord shall retain \$20.00 from the security deposit to cover the cost of hearing expenses.
28. The landlord's claim for vacant possession of the rented premises succeeds.
29. The tenant shall vacate the property immediately.
30. 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.
31. The landlord will be awarded an Order of Possession.

December 2, 2025  
Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office