

Residential Tenancies Tribunal

Application 2025-0957-NL
Counter application 2025-1057-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 1:47 p.m. on 4-December-2025.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as “the tenants”, and [REDACTED] as a supportive person, attended the hearing.
3. The respondent and a counter applicant, [REDACTED], hereinafter referred to as “the landlord”, attended via teleconference.

Preliminary Matters

4. The tenants submitted an affidavit stating that they served the landlord with a notice of the hearing personally on 5-November-2025 (TT#1). The landlord confirmed receiving the notice of the hearing on that date.
5. The landlord submitted an affidavit with their application stating that they have served the tenants with the notice of the hearing personally on 22-November-2025 (LL#1). Both tenants confirmed receiving the notice of the hearing 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-August-2025. Rent is \$1200.00 per month, due on the first of each month. A security deposit of \$600.00 was collected on 29-July-2025 and is in the landlord’s possession.

Issues before the Tribunal

7. The tenants are seeking:
 - Validity of a termination notice;
8. The landlord is seeking:
 - Validity of a termination notice;
 - An Order for vacant possession of the rented premises.

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 are the following sections of the *Residential Tenancies Act, 2018*: Section 24: Notice where tenant contravenes peaceful enjoyment and reasonable privacy and Section 34: requirements for notices, and the following section of the *Residential Tenancy Policy Manual*: Section 7-5: Interference with peaceful enjoyment and reasonable privacy.

Issue # 1: Validity of a 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 10-October-2025, and served personally on the same date, under Section 24: *Notice where tenant contravenes peaceful enjoyment and reasonable privacy*, to vacate on 17-October-2025.

Landlord's Position

12. The landlord is seeking vacant possession of the residential premises. He stated that since the beginning of the tenancy, he has been unable to sleep properly during the night hours. He testified that he works regular daytime hours and relies on uninterrupted night-time sleep, but the tenants' screaming and shouting during the night have repeatedly prevented him from resting.
13. The landlord stated that these disturbances occurred only during night-time hours, often after 10:00 p.m., and that on several occasions he was woken by one of the tenants shouting or screaming. He described this behavior as abnormal and unreasonable, and stated that it has continued for approximately the last three months. He further stated that the ongoing disturbances have negatively affected his health, work performance, and overall quality of life, as he has been functioning without adequate sleep. He testified that his family members and friends have stopped visiting him, which has caused a significant decline in his living conditions.
14. The landlord stated that he attempted to address the issue by informing the tenants of the need to observe quiet hours after 10:00 p.m., and he provided the tenants with a written note requesting that they reduce noise during the night. He stated that despite his efforts, the disturbances continued. The landlord submitted photographic evidence to demonstrate his warnings issued to the tenants on 10-September, 18-September, 24-September and 6-October (LL#2) to support his complaints regarding the noise and disruptions.

Tenant's Position

15. The tenants confirmed receiving the termination notice on 10-October-2025, however they disputed the landlord's claim entirety. They stated that they do not shout or scream during the night hours and denied causing any disturbances as described by the landlord. The tenants explained that one of them has a hearing impairment and is hard of hearing, and that this condition was fully disclosed to the landlord before they accepted the residential

premises. According to the tenants, the landlord acknowledged this information at the time and stated that he understood the situation because one of his own relatives had similar issues. The tenants therefore believe that the landlord was properly informed in advance and was aware of the hearing challenges.

16. The tenants also stated that prior to this tenancy, they lived in the same rental unit for 23 years, during which time no one ever complained about noise or disturbances coming from their apartment. They believe this history demonstrates that they are not loud tenants and do not engage in screaming or shouting.
17. They further stated that the landlord is likely not used to having tenants living directly below his unit, and they believe that he may simply be adjusting to the new experience of living above another household. The tenants stated that they feel the landlord just wants to “get rid of them,” and that although they would be willing to find a new place to live, it has been difficult to secure another apartment given current rental conditions. They also expressed that they cannot believe the landlord attempted to evict them during the Thanksgiving weekend.
18. Additionally, the tenants recalled one incident shortly after moving in, when one tenant had to urgently wake the other due to a health-related concern. They acknowledged that this moment might have been loud because of the emergency, and they noted that the landlord came to their door immediately afterward to complain about noise. They stated that besides this single emergency event, they do not believe any other loud noises ever occurred.

Analysis

19. 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.

20. 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.

21. I accept both the landlord's and the tenants' testimony, indicating that the tenants were properly served with a termination notice on 10-October-2025. For those reasons I find that the termination notice given on 10-October-2025 under Section 24; Notice where tenant contravenes peaceful enjoyment and reasonable privacy to vacate on 17-October-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).
22. According to the Section 7-5 of the *Residential Tenancies Policy* Manuel, unreasonable disturbances interfering with peaceful enjoyment and reasonable privacy may include but is not limited to the following: excessive noise, aggressive or obnoxious behavior, threats and harassment.
23. This matter presents a unique situation, as I must consider two contradictory versions of events. For this reason, I asked both parties additional questions to better understand the circumstances, including the tenants' daily routine and whether any disturbances could reasonably occur during night hours.
24. The tenants stated that they are a senior, retired couple. Each watches TV separately, and one tenant is used to watching television later at night. He reported that at times he begins watching shows after 10:00 p.m. and finishes between 1:00–2:00 a.m. He stated that he does not believe the volume is loud, though he acknowledged that he recalls one occasion when he may have shouted while watching a sports program. The other tenant stated that she goes to bed early and watches her TV on mute, reading captions instead. The tenants also described one emergency situation shortly after moving in, when one tenant had to urgently wake the other, and they believe that this event may have been louder than usual. They deny any other loud or disruptive behavior during night hours.
25. I also asked the landlord whether there are any issues with the building structure or sound insulation that could contribute to noise transfer. The landlord stated that the house is in good condition, that he does not hear the tenants during weekdays because he is at work, and that on weekends he can hear regular conversation from the unit below but finds it normal and not disruptive. He stated, however, that during night hours he does not hear television noise but instead consistently hears one of the tenants yelling or screaming loudly, which wakes him up multiple times throughout the night. He maintains that this has been ongoing and has significantly affected his sleep and well-being.
26. The tenant's representative acknowledged that one of the tenants naturally speaks with a loud voice but argued that this is not grounds for a special termination notice and that, if the landlord wishes them to vacate, he should issue a standard termination notice. She further stated that the landlord was fully informed of the tenant's hearing issues prior to the tenancy beginning.
27. In assessing the evidence, I note the tenants' admission of at least two occasions of louder-than-usual nighttime noise: once during an emergency when one tenant urgently woke the other, and once while watching a sports program. I also note that one tenant routinely watches television late at night, often until 1:00 or 2:00 a.m., and that one of the tenants has hearing difficulties. Considering these factors, I accept that some level of

nighttime noise is occurring, and on the balance of probabilities I find that it is more likely than the noise the landlord is experiencing is real and disruptive.

28. I further consider that the landlord provided several written requests asking the tenants to stop the loud nighttime disturbances, and that the landlord testified that the ongoing sleep disruption has affected him at work. While the tenants deny shouting or screaming, the landlord's description of repeated nighttime disturbances is consistent and supported by the surrounding circumstances, including the tenants' own statements about late-night activity.
29. Based on the evidence and testimonies presented by both parties, I find that the landlord has established, on a balance of probabilities, that the tenant's actions and lifestyle resulted in nighttime disturbances and abnormal activity. I accept that these disturbances interfered with the peaceful enjoyment and reasonable privacy of the landlord who is residing on the property. Therefore, I accept the landlord's position as credible and supported by sufficient evidence.
30. I find that the termination notice issued by the landlord on 10-October-2025 is valid.

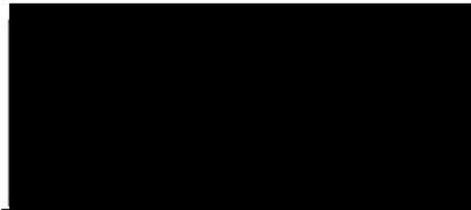
Decision

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

Summary of Decision

32. The tenants shall vacate the premises immediately.
33. The tenants shall pay to the landlords 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.
34. The landlord will be awarded an Order of Possession.

December 17, 2025
Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office