

Residential Tenancies Tribunal

Application 2025-0969-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:16 a.m. on 22-January-2026.
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, did not attend.
4. The landlord called 2 witnesses into the hearing, [REDACTED] (witness 1) and [REDACTED] (witness 2).

Preliminary Matters

5. The tenant was not present or represented at the hearing and I was unable to reach them by telephone 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 claim and notice of the hearing 10 clear days prior to the hearing date and, where the respondent fails 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 landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing personally at the residential premises on 5-November-2025 (LL#1). In accordance with the *Residential Tenancies Act, 2018* this is good service. As the tenant was properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in their absence.
6. There is a written month-to-month rental agreement which commenced on 3-July-2018. Rent is \$960.00 per month due on the first day of each month. A security deposit of \$637.50 was paid on 9-June-2021 when the landlord took over the property 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. 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#2). The notice was given on 14-October-2025 under Section 24: Notice where tenant contravenes peaceful enjoyment and reasonable privacy to vacate on 20-October-2025.

Landlord's Position

11. The landlord's representative testified that the *Resident Manager* and the *Assistant Resident Manager* started to receive complaints from other tenants in the building back in the summer of 2025 regarding the behavior of the respondent. The landlord's representative stated that the complaints ranged from excessive banging on the respondent's walls and floors, knocking on other tenant's doors to approaching other tenants in the hallway in a threatening manner. The landlord's representative stated that the tenants are fearful for their personal safety, and some remain in their unit to avoid contact with the respondent. The landlord's representative also testified that one of her staff members reported that he had been verbally threatened and had a piece of metal thrown at him.
12. The landlord's representative stated that she issued a formal written notice to the tenant on 7-October-2025 which served as a warning to the tenant that immediate steps were required to avoid an eviction notice (LL#3). The landlord's representative stated that a second formal written notice had to be issued to the tenant 3 days later, on 10-October after the *Resident Manager* received a call at 5:00 am regarding the banging noises coming from the respondent's unit (LL#4).
13. The landlord called the *Resident Manager* (witness 1) into the hearing to corroborate her testimony, and he testified that he has been the person receiving most of the complaints from the other tenants and he testified that he witnessed firsthand the tenant's aggressive behavior towards not only himself but the other tenants in the unit. Witness 1 testified that he received the first complaint of loud banging noises from the tenant directly below the respondent in August. Witness 1 stated that on 24-September, he received a complaint of harassment from the tenant in unit 308 due to excessive loud

knocking on his unit door. Witness 1 described the tenant as verbally abusive and aggressive in nature to staff and the other tenants in the unit.

14. The landlord called the *Maintenance Manager* (witness 2) into the hearing to corroborate her testimony, and he testified that he was working in a unit adjacent to the respondent's unit when he witnessed the loud banging coming from the respondent's apartment and he stated that he asked the tenant what the noise was at which time the tenant responded saying that it was the respondent banging on the walls and he added that it happens all the time, in the day and during the nights. Witness 2 stated that the tenant expressed concern for his safety and stated that he is afraid to sleep at night.

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. The termination notice was given on 14-October-2025 under Section 24; *Notice where tenant contravenes peaceful enjoyment and reasonable privacy* to vacate on 20-October-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 it was delivered personally on 14-October. I find that the termination notice is a valid notice from a timeline perspective but has to be further analyzed for validity (see below).
18. I accept the landlord's representative's testimony, and the exhibits entered into evidence, and I accept the testimony of the 2 witnesses that were called into the hearing. In accordance with Section 10 of the *Act* as stated above, I find that the tenant contravened the statutory conditions as set out in the *Act*. I find that the tenant was made aware of the complaints and asked to take the necessary steps to avoid eviction, and I find that the tenant continued to disrupt the peaceful enjoyment of the other tenants which led to a second warning and eventually an eviction notice. I also acknowledge that the tenant's behavior has continued even after receiving the eviction notice. I find that the termination notice with cause served on 14-October-2025 is a valid notice.

19. I find that the tenant should have vacated the unit on 20-October-2025.

Decision

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

Issue # 2: Hearing expenses \$20.00

Analysis

21. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#5). In accordance with Section 12-1 of the *Residential Tenancies Policy Manual*, 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

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

Summary of Decision

23. The landlord shall retain \$20.00 from the security deposit to cover the cost of hearing expenses.

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

25. The tenant shall vacate the property immediately.

26. 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.

27. The landlord will be awarded an Order of Possession.

January 27, 2026
Date



Pamela Pennell, Adjudicator
Residential Tenancies Office