

## Residential Tenancies Tribunal

Application 2025-1027-NL

Oksana Tkachuk  
Adjudicator

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### Introduction

1. Hearing was called at 11:02 a.m. on 1-December-2025.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as “the landlords”, attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant”, attended via teleconference.

### Preliminary Matters

4. The landlords submitted an affidavit with their application stating that they had served the tenant with the notice of hearing electronically on 17-November-2025 (LL#1). The tenant 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.
5. There is a written month-to-month rental agreement which commenced on 1-September-2025. Rent is \$820.00 per month due on 1<sup>st</sup> of each month. A security deposit of \$285.00 was collected on 1-September-2025 and is in the landlord’s possession.

### Issues before the Tribunal

6. The landlords are seeking:
  - An Order for Vacant Possession of the rented premises;

### 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 14: Security Deposit, Section 19: Notice where failure to pay rent, and following Section of the *Residential Tenancies Policy 7-1*: Termination by More than One Section of the Act.

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

### Relevant Submissions:

9. The landlord submitted a copy of termination notice under Section 19: *Notice where failure to pay rent* and Section 24: *Notice where tenant contravenes peaceful enjoyment and reasonable privacy* (LL#2) that was issued on 4-November-2025 with a termination date of 15-November-2025. The landlord testified that the notice was served electronically on the same day it has been issued.

### Landlord's Position:

10. The landlords stated that they are experiencing several issues with the tenant, such as failure to pay rent for an extended period and tenant's interference with the peaceful enjoyment and reasonable privacy of other tenants. The landlord stated that rent was not paid for the months of October and November. They stated that they did not receive any payment from the tenant after issuing a termination notice, and as today is 1-December, the rent for December is also outstanding.
11. The landlords also stated that they have received multiple complaints from other tenants and neighbors regarding the tenant's behavior, such as loud noises, fights, abnormal activity, and general behavior causing other tenants to feel uncomfortable and threatened. The landlord further stated that other tenants have reported concerns that the tenant and/or his girlfriend have been stealing food from the shared refrigerator, and delivered packages have gone missing, and other tenants believe the tenant may be responsible. The landlord also stated that the tenant has an unauthorized occupant—his girlfriend—residing in the unit without permission and without ever being approved to live at the premises. Additionally, the landlords reported several incidents involving police attendance during the tenant's occupancy. They further stated that the other two tenants residing at the premises have expressed that they are considering moving out if the tenant does not vacate the unit.
12. Based on these circumstances, the landlords are seeking vacant possession of the residential premises.

### Tenant's Position:

13. The tenant confirmed receiving the termination notice on 4-November-2025. The tenant did not dispute that the rent for October, November, and December remains unpaid. The tenant stated that a portion of their rent was supposed to be paid through a schooling program. The tenant explained that the program was unable to contact the landlord to arrange payment. According to the tenant, the schooling program attempted to reach the landlord but was unsuccessful. The tenant further indicated that they no longer have the phone and were unable to send any text messages or other communication to the landlord. The tenant also stated that he has monies to pay outstanding rent now.
14. Regarding interference with peaceful enjoyment, the tenant disputed the allegations and stated that he is the one who feels threatened by the other tenants. He denies engaging in theft of food items or causing any disturbances.

## **Analysis**

15. According to Section 7-1 of the *Policy: Termination by More than One Section of the Act, If the notice citing more than one authority is contested, the person issuing the notice is only*

*required to prove the validity of one of the applicable sections.* In this case, the landlords issued a termination notice relying on two separate grounds. Therefore, the validity of the termination notice issued under Section 19 of the *Act—termination due to the failure to pay rent* will be analyzed first for the purpose of this decision.

16. Section 19 of the *Residential Tenancies Act, 2018* states:

***Notice where failure to pay rent***

**19. (1)** *Notwithstanding subsection 18(2) and paragraph 18(3)(b),*

*(b) where the residential premises is*

- i. rented from **month to month**,*
- ii. rented for a fixed term, or*
- iii. a site for a mobile home, and*

*the amount of rent payable by a tenant is **overdue for 5 days or more**, the landlord may give the tenant notice that the rental agreement is terminated and that the tenant is required to vacate the residential premises on a specified date not less than 10 days after the notice is served on the tenant.*

*(4) 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.*

17. I accept the testimony of both parties that the rent was not paid since October-2025, and that the termination notice was issued on 4-November-2025 and received by the tenant on the same date.

18. I also accept the tenant's statement that he had expected his schooling program to pay a portion of his rent. However, I find that it is the tenant's responsibility to arrange any third-party payments, subsidies or other financial supports to ensure that rent is paid in full and on time. The landlord should not incur a loss of rental income because the tenant was unable to coordinate those arrangements.

19. Based on the evidence and testimony presented, I find that the termination notice issued by the landlord is valid. I accept that the tenant was in rent arrears in excess of 5 days when the termination notice was issued on 4-November-2025. I accept that on the date of termination, 15-November-2025 the tenant was still in arrears. In accordance with Section 19 of the *Residential Tenancies Act, 2018* as stated above, the termination notice meets the requirements of the *Act* and is a valid notice.

20. As the termination notice was determined to be valid under section 19 of the *Act*, no further analysis required.

21. I find that the tenant should have vacated the property by 15-November-2025.

**Decision**

22. The landlord's claim for an order for vacant possession of the rented premises succeeds.

**Summary of Decision**

23. The tenant shall vacate the property immediately.

24. The landlords will be awarded an Order of Possession.

25. The tenant 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.

December 2, 2025

Date

A large black rectangular redaction box covers the signature area. Below the redaction, the text 'ator' is visible, which is the end of the word 'Attorney'.

Residential Tenancies Office