

Residential Tenancies Tribunal

Application 2025-1052-NL and 2025-1074-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 4-December-2025 at 2:01 pm.
2. The applicant of the initial claim, [REDACTED], hereinafter referred to as the tenant, attended via teleconference. He was supported in his presentation of the evidence by [REDACTED], his authorized representative, who also attended via teleconference.
3. The respondent and counterclaimant, [REDACTED] hereinafter referred to as the landlord, was represented at the hearing by director [REDACTED], who also attended via teleconference.
4. The landlord called one witness, [REDACTED], who also attended via teleconference.

Procedural History

5. The tenant acknowledged that they were properly served.
6. The tenant's application is to determine the validity of a termination notice and the landlord's application is for an order of vacant possession based on the same termination notice. As a valid termination notice is a requirement for receiving an order of vacant possession, both issues will be determined together.

Issues before the Tribunal

7. Should the landlord's claim for an order of vacant possession succeed?

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 (the *Act*).
9. Also considered and referred to in this decision are sections 24 and 34 of the *Act*, as follows:

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.

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.

Issue 1: Vacant Possession

10. To receive an order for vacant possession, a landlord must provide a valid termination notice. To be valid, a termination notice must comply with all relevant sections of the *Act*. The landlord provided a termination notice (LL#1) dated 29-October-2025.
11. The termination notice is in writing in the form prescribed by the minister. It contains the name and address of the recipient. It identifies the residential premises for which it was given. It states that it was given under section 24 of the *Act*. It therefore complies with s. 34.
12. The notice was signed by the landlord. It states the date on which the rental agreement is to terminate. It was served on the tenant by placing it on his door in accordance with s. 35(2)(c) of the *Act*. It therefore complies with s.24(2).
13. LL#1 was issued on 29-October-2025 and gives a termination date of 10-November-2025, which is not less than 5 days later.
14. The only remaining consideration is whether the tenant contravened statutory condition 7(a) as set out in s. 10(1) of the *Act*. That condition reads as follows:

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.

15. The landlord called one witness, who rents the apartment above the tenant's. They made several allegations against the tenant. They said that they believe that the tenant had stolen a vehicle, as police had asked them about an allegedly stolen vehicle parked on the premises. They also testified that on 3-November-2025 a friend of the tenant came to their premises, falsely claimed to be the homeowner, and asked them to sign a document. Finally, they testified that the tenant made threats against her and her boyfriend both by words such as "oh I'm going to get you" and by actions such as pointing his finger or fist at them. The witness said these incidents have caused her to live in fear.
16. The tenant testified on his own behalf. He denies involvement with a stolen vehicle. He also testified that the person who visited the premises on 3-November-2025 was there not because of him but because of that person's previous involvement with the landlord. In rebuttal, the landlord admitted that this man is known to attempt to 'poach' tenants. It is reasonable to infer that this is what he was doing when he visited the premises. The tenant also denied ever making threats against the witness or her boyfriend.
17. The only other evidence provided by the landlord was LL#2, a document which contains unsworn statements from the witness and three other people. These statements constitute hearsay, and I therefore see them as having very little evidentiary value. They include a statement from a neighbour who says that there were 5 people he did not recognize visiting the premises that day and also mentioned the police presence regarding the allegedly stolen vehicle. A second neighbour expresses that the basement apartment has been an issue for "2 years" – though the tenant has only been renting since the Spring of 2025 – and complains of the tenant and associates walking across their lawn and driveway. A third statement is from a person who says the tenant assaulted them.
18. When evaluating the evidence in this case, I note that this case is essentially a "he said, she said" situation. I have one person claiming the tenant threatened and interfered with them, the tenant denying the same, and no other sworn testimony. I have no reason to favor one version of the truth over the other. Neither person's testimony was meaningfully internally inconsistent, and there was no other external evidence provided. I do not find one person more credible than the other.
19. Considering the evidence in its totality, I do not find on a balance of probabilities that the tenant has unreasonably interfered with the right to peaceful enjoyment or privacy of another tenant or the landlord.

Decision

20. LL#1 is invalid.

Summary of Decision

21. The termination notice dated 29-October-2025 is invalid. The landlord's application for an order of vacant possession fails.

11-December-2025

Date



Seren Cahill
Residential Tenancies Office