

## Residential Tenancies Tribunal

Application 2025-1114-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 9:03 a.m. on 15-January-2026.
2. The applicant, [REDACTED] hereinafter referred to as “the landlord”, attended by teleconference.
3. The respondent, [REDACTED] hereinafter referred to as “the tenant, attended by teleconference.

### Preliminary Matters

4. The landlord submitted an affidavit with his application stating that he had served the tenant with the notice of hearing personally by placing the document on the door at the residential premises on 20-December-2025 (LL#1). The tenant confirmed that she retrieved the document from the door as the landlord was still present at the premises. In accordance with the *Residential Tenancies Act, 2018* this is considered serving personally and is good service.
5. There is a verbal month-to-month rental agreement which commenced on 15-January-2024. Rent is \$1200.00 per month due on the first day of each month. A security deposit of \$600.00 was paid on 15-January-2024 and is in the landlord’s possession.

### Issues before the Tribunal

6. The landlord is seeking:
  - An order for vacant possession of the rented premises
  - Hearing expenses \$20.00

### 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 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

9. 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 29-November-2025 under Section 24: Notice where tenant contravenes peaceful enjoyment and reasonable privacy to vacate on 7-December-2025.

### Landlord's Position

10. The landlord testified that the tenants in the upstairs dwelling have been continuously complaining about their safety and loud noise at night including banging on doors and loud music, high traffic flow coming and going all hours of the day and night, and a *Police* presence at the premises. The landlord stated that he received a telephone call from the *Police* during Christmas expressing concern with regards to illegal activity at the premises and a high flow of traffic from persons known to them. The landlord stated that such behavior and activity interfere with the upstairs tenant's ability to get a proper night's sleep and their overall peaceful enjoyment. The landlord submitted sworn affidavits from the upstairs tenants to corroborate his testimony (LL#3).
11. The sworn affidavits state that on 30-October-2025 the *Police* knocked on the upstairs unit door belonging to them asking questions about the tenant in unit B and stating that they had a complaint from that unit. The upstairs tenants reported that on 1-November the tenant downstairs was screaming and yelling, breaking things and throwing things at the wall which went on for hours. The following night, the screaming continued at which time the upstairs tenants stated that they had to call the *Police* at 1:27am. The affidavit shows a continuation of the same type of behavior which resulted in a fight outside the premises on 12-November between the downstairs tenant and some other woman where both women were covered in blood.

### Tenant's Position

12. First of all, the tenant disputed that she was ever given a written termination notice from the landlord and she testified that she was advised verbally of 2 noise complaints on 20-December when the landlord served the *Notice of Hearing* document. The tenant did not dispute that there had been noise coming from her unit on a couple of occasions, however she disputed all other testimony presented by the landlord including the information stated on the sworn affidavits. The tenant stated that on 30-October the *Police* just happened to be driving by and seen her outside intoxicated which was the reason for their visit on that date. The tenant testified that she was not in the unit on 1-2 November and could not have caused a disturbance. The tenant also disputed that she was involved in an altercation outside the unit on the premises.

## **Analysis**

13. 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.

14. 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.

15. I accept the landlord's testimony that he served the termination notice personally to the tenant on 29-November. I do not accept the testimony of the tenant that she did not receive the termination notice on that date. The termination notice was given on 29-November-2025 under Section 24: Notice where tenant contravenes peaceful enjoyment and reasonable privacy to vacate on 7-December-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 find that the termination notice is a valid notice from a timeline perspective but has to be further analyzed for validity (see below).

16. I find that the testimony of the tenant was not credible, as it was contradictory and differed greatly from the testimony of the landlord. The landlord provided detailed testimony of his personal conversation with the *Police* and provided sworn affidavits from the other tenants who witnessed events personally to corroborate his testimony. Based on the balance of probabilities, I find that the tenant's testimony was not credible, and as such I do not accept it.

17. In accordance with Section 10 of the *Act* as stated above, I accept the landlord's testimony, and the sworn affidavits from the tenants who reside in the upstairs unit which support the landlord's claim that the tenant has unreasonably interfered with their rights and peaceful enjoyment. I find that the termination notice given on 29-November-2025 is a valid notice.

18. I find that the tenant should have vacated the unit on 7-December-2025.

### **Decision**

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

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

### **Analysis**

20. 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**

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

**Summary of Decision**

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

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

24. The tenant shall vacate the property immediately.

25. 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.

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

January 20, 2026  
Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office