

Residential Tenancies Tribunal

Application 2025-1121-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 1:50 p.m. on 8-January-2026.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, attended the hearing.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant”, attended via teleconference.

Preliminary Matters

4. The landlord submitted an affidavit with their application stating that they have served the tenant with the notice of the hearing personally at the residential premises on 17-December-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-October-2025. Rent is \$700.00 per month, due on the first of each month. A security deposit of \$525.00 was collected on 24-September-2025 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.

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 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: Vacant Possession of the Rented Premises.

Relevant Submissions

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 termination notice was issued to the tenant on 1-December-2025, under Section 24: *Notice where tenant contravenes peaceful enjoyment and reasonable privacy*, to vacate on 31-December-2025 and served personally on the same date.

Landlord's Position

10. The landlord stated the termination notice was issued because the situation in the house became difficult and uncomfortable. The landlord explained there were several complaints from other tenants about the tenant being disrespectful, knocking aggressively, and not keeping shared spaces clean. The landlord stated tenants also complained the tenant refused to ventilate the kitchen while cooking, making the house stuffy. The landlord provided screenshots of messages from another tenant to support their claim (LL#3(exhibit 13b)).
11. The landlord explained that they never had experienced any problems with the tenant, however her brother made aggressive statements, and questioned the damage deposit and other landlord's decisions. The landlord explained that the problem arose when the tenant decided to vacate and gave the landlord a termination notice on 2-November-2025, stating she would leave by the end of the month. The landlord submitted a copy of the message sent by the tenant and explained that she told the tenant this was short notice and that the tenant would need to be responsible for rent for December (LL#3(exhibit 2)). The landlord stated that the tenant's brother became involved, and the conflict escalated. The landlord explained that because of the situation with the tenant's brother, when the tenant later requested to stay until the end of January-2026, she did not accept that and wanted the tenant to vacate as originally required in the landlord's notice. The landlord stated interactions between herself, and the tenant's brother caused severe stress, led to health issues, and resulted in a police report. The landlord submitted a screenshot to show that the police officer was contacting her (LL#3(exhibit 25)).
12. The landlord explained the tenant escalated issues to her brother instead of resolving them directly, and the brother was involved in all the emails, which felt intimidating. The landlord stated she initially accommodated the tenant out of goodwill, provided a furnished room, and allowed early access. The landlord explained the situation became stressful, which is why he issued the termination notice.

Tenant's Position

13. The tenant acknowledged receiving the landlord's termination notice on 1-December-2025, however disputed the landlord's claim that the tenancy shall be terminated due to interference with peaceful enjoyment and reasonable privacy, stating that the allegation was unfair and caused her stress. She explained that she never disrespected the landlord or disturbed other tenants, and that she followed the rules, cleaned up after herself, and only copied her brother on emails because he introduced her to the landlord and was assisting her in understanding the tenancy rules.

14. The tenant clarified that her brother resides in Ontario but previously lived in Newfoundland, and his involvement was solely to provide guidance—not intimidation. She emphasized that neither she nor her brother harassed or threatened the landlord. Communication between the landlord and her brother occurred exclusively through calls and emails, and she asserted that he was never aggressive or threatening.
15. The tenant stated that she lived peacefully, respected the landlord’s parents who reside at the premises, and had no issues with them. However, she acknowledged having some problems with one of the tenants—the same individual who complained about her—but she did not consider those issues to be valid and claimed the complaints were fabricated and submitted a copy of communication (TT#2) to support her position. She expressed that her only intention was to complete her exams and vacate the property on 31-January-2026, as requested.

Analysis

16. 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.

17. 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.

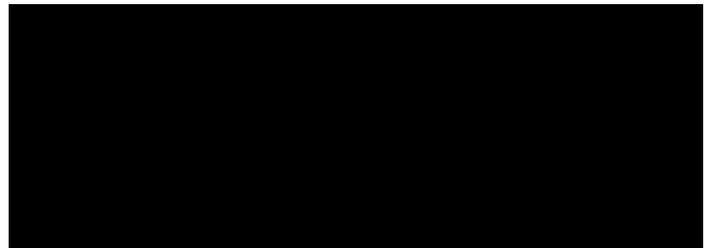
18. I accept the landlord’s and the tenant’s testimony, indicating that the tenant was properly served with a termination notice. For those reasons I find that the termination notice given on 1-December-2025 under Section 24; *Notice where tenant contravenes peaceful enjoyment and reasonable privacy* to vacate on 31-December-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).

19. 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.
20. Eviction is a serious remedy and must be supported by clear and convincing evidence. In this case, while the landlord stated that she received complaints from other tenants about the tenant being disrespectful, and not keeping shared spaces clean, and that the tenant refused to ventilate the kitchen while cooking, the landlord failed to submit sworn witness statements or call witnesses to substantiate these complaints. Without corroborating testimony or evidence demonstrating the extent and seriousness of the alleged behavior, these complaints appear to reflect minor conflicts typical in shared living arrangements. I also accept the tenant's statement regarding her own complaints about another tenant and find that these issues are natural and normal everyday matters that can arise when people share common spaces. Therefore, I do not find the issues presented to be serious enough to constitute grounds for eviction under the *Act* and *Policy*.
21. Regarding the tenant's brother, I accept the landlord's statement that he was involved in communications and acknowledge that the landlord blocked him and stopped answering calls after their interactions. While I accept that the landlord was uncomfortable, the landlord failed to provide sufficient evidence that the tenant's brother was ever present at the rental unit or engaged in aggressive behavior. All interactions occurred through phone and email, and the landlord had the ability to end communication.
22. As such, I find that the landlord did not establish that the tenant caused an ongoing unreasonable disturbance outside normal everyday living, nor that their actions interfered with the landlord's right to maintain and manage the property. The landlord's claim for eviction therefore fails under Section 24 of the *Act*.

Decision

23. The landlord's claim for an Order of vacant possession does not succeed.



January 12, 2026
Date

Oksana Tkachuk, Adjudicator
Residential Tenancies Office