

## Residential Tenancies Tribunal

Application 2025-1147-NL and 2026-0002-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 20-February-2026 at 9:04 am.
2. The applicant of the initial claim, [REDACTED], hereinafter referred to as the tenant, attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the landlord, was represented at the hearing by [REDACTED] and [REDACTED], both of whom also attended via teleconference.

### Preliminary Issues

4. The landlords acknowledged they were properly served. The tenant reported on the previous hearing date of 22-January-2026 that she was served but did not receive the required ten days notice. The matter was rescheduled to 21-February-2026.
5. The tenant disputes the validity of the termination notice dated 22-January-2026. The landlord seeks an order of vacant possession based on the same termination notice. Both issues will be dealt with together.

### Issues before the Tribunal

6. Should the landlords' claim for an order of vacant possession succeed?

### 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* (the *Act*).
8. 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 / Validity of Termination Notice**

9. In order to receive an order for vacant possession, a landlord must provide a valid termination notice. In order for a termination notice to be valid, it must comply with all relevant sections of the *Act*.
10. The landlord provided a copy of a termination notice (LL#1). LL#1 is in writing but is not the form prescribed by the minister. However, s. 22(6) of the *Interpretation Act*, RSNL1990 c I-19, states that where a form is prescribed, deviations from the form not affecting the substance nor calculated to mislead, do not invalidate the form used. Therefore, not being in the form prescribed by the minister does not necessarily invalidate LL#1. LL#1 contains the name and address of the recipient. It identifies the residential premises it regards. It states it is given under s. 24 of the *Act*. It therefore complies with s. 34.
11. LL#1 is signed by the representatives of the landlord. It states the date on which the rental agreement is to terminate. It was served on the tenant by email in accordance with s. 35(2)(f) of the *Act*. It therefore complies with s. 24(2).
12. LL#1 was issued on 22-January-2026 and gives a move out date of 28-January-2026, which is not less than five days later. It therefore complies with the timeline requirements under s. 24(1) of the *Act*.

13. The only remaining question is whether the tenant contravened statutory condition 7(a) set out in s. 10(1) of the *Act*. It is on this basis that the tenant contests the notice. The 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.

Landlord's Position

14. The landlord argues that the tenant violated the condition above in five separate ways:
- A. Making false complaints against the tenant of the adjoining property,
  - B. Making false complaints regarding deficiencies in the residential premises,
  - C. Contacting the landlord at inappropriate times of day,
  - D. Installing a security camera pointed at the other tenant's door, making them feel uncomfortable, and;
  - E. Making false claims against the landlord to the RCMP.

Tenant's Position

15. The tenant denies ever unreasonably interfering with the rights or reasonable privacy of the landlord or other tenants. She maintains that all allegations she has made are accurate and accuses the landlord and neighbouring tenant of criminal acts.

Analysis

16. For clarity it should be stressed that this tribunal is not a criminal court, has no jurisdiction over criminal matters, and makes no findings as to criminality or lack thereof.
17. The violations alleged by the landlord could be considered in three separate categories: contacting the landlord at inappropriate times, the installation of a security camera, and false allegations. This decision addresses each in turn.
18. First, the landlord's representatives testify that the tenant repeatedly emails them at inappropriate times of day. They provided several examples of such emails (LL#2) coming in at times from 1-4 am. They testified that this is a problem for them since, as managers of many properties, they keep notifications on during the night in case they need to be contacted for emergency situations. The tenant agrees she often sends emails at these early hours but rejects the idea that this is a problem.
19. When asked if they had communicated to the tenant that the emails at odd hours were a problem, the representative could only testify that he believed a verbal conversation had happened at one point. He was unable to provide further details, so I can make no conclusions as to the contents of the conversation or whether it led to a change in the tenant's email habits.

20. Many email programs today allow a user to schedule emails for normal working hours, so the program will retain the email and automatically send it at 8-9 am, or when specified. Nevertheless, this tribunal is reluctant to conclude that in the absence of clear instructions to the contrary, it is an unreasonable violation of the rights of a landlord to send emails at odd hours. This behaviour by itself does not constitute a violation of statutory condition 7(a).
21. Second, the landlord objects to the camera the tenant installed above her door, saying it pointed at the neighbouring tenant's door. I accept from the evidence provided (see LL#2-5, T#8-T#12) that the presence of the camera made the neighbour uncomfortable. I cannot, however, accept that it is a violation of reasonable privacy. The area captured by the camera is a common area outside the premises. There is no reasonable expectation of privacy in such a location. While the landlord characterized the camera as being "pointed at the neighbour's door," having the benefit of footage from the camera, it is clear this is not strictly accurate. Rather, a small portion of the neighbour's door can be seen, but the camera is generally pointed at the yard/driveway. Again, I conclude that the tenant's behaviour in this case does not constitute a violation of statutory condition 7(a).
22. Third, the landlord objects to three types of false allegations made, they say, by the tenant. These are allegations against the neighbouring tenants, against the landlord, and as to deficiencies in the premises.
23. I accept as a matter of fact that many of the things the tenant alleges are not true. Her claims are often implausible, for instance, she testified that she believes the neighbours have cut into the pipes of the rental premises and are deliberately inserting feces into them to harass her via a foul smell around her bathtub. She believes that they have somehow tapped into sewer pipes and altered the wall to pump a stench into her premises. She appears to believe this because she found a small piece of pipe (see T#6, the pipe appears to be a PVC "s-trap") in her yard, because she perceives a persistent foul odour, because the basement of the premises has an unfinished area in untidy repair with visible pipes (see T#5), and because she has heard the neighbours making noises which she concludes must be them "taking pipes apart." She says she can find no other explanation. I cannot agree. The obvious explanation seems to me that these events are not necessarily related at all.
24. I attempted to clarify the events of 13-December-2026, the date of an incident that has caused much frustration for both parties. The tenant's evidence was difficult to reduce to a chronological timeline, though it was not clear to me whether she was being deliberately evasive or if she was simply having trouble remaining focused.
25. The tenant said a number of times during the hearing that she was in need of a heater being fixed. Her heavy implication was that, given the winter cold, it was a matter of safety. She said it was an emergency. I mentioned that the repairperson, [REDACTED], had stated in a sworn affidavit (LL#6) that he had attended the premises on Monday 15-December-2025 but received no answer when he knocked on the door. The tenant responded that the email she had received indicated that he would be by at 10 am (LL#2, page 3), but in fact the contractor came by and knocked at around 12:40 pm. She did not indicate she was out or unable to answer the door at that time, just that it was not

the indicated time. This seems incongruous with the claim that the repair was an emergency.

26. The tenant testifies repeatedly that the landlord attempted to intimidate her, making veiled threats of violence and other illegal action. She also testified he was “pounding, pounding, pounding like [he was] trying to beat my door down.” I note that her otherwise extensively recorded evidence does not capture this. The voicemail recording offered (LL#28) has him speaking calmly and professionally. A video recording (LL#29) shows him knocking on her door and speaking with her. In it he seems to be frustrated but does not yell, shout, or threaten. He maintains a mostly professional demeanour as he speaks to the tenant about his understanding of the interaction between s. 24 and the security camera.
27. In an email on 12-December-2025, the tenant invites the landlord to the property to examine some deficiencies and says “if you plan on coming by, please call first.” By her own testimony, the landlord called her on 13-December-2025 twelve times. Her testimony suggested she found this act to be aggressive. I asked her if she was out or unavailable and she said she was not. She simply chose not to answer. I asked her why and she said she did not feel comfortable speaking to him on the phone because of a conversation that had happened in November. She suggested he should have emailed her instead.
28. I find the tenant’s account of events difficult to believe. Her testimony contains a number of inconsistencies and issues that make me question its reliability, if not credibility.
29. The landlord testified that the tenant complained in mid-August that the neighbour was smoking heavily inside their premises and it was interfering with her ability to enjoy her property. This email can be seen in LL#2 page 8. He testified that he attended the neighbouring premises based on this complaint and observed no signs or smells of smoking, which would surely be present if there was heavy smoking inside, but the tenant continued to insist the neighbour must be smoking inside. I accept his testimony. Still, one unfounded complaint, even repeated, would not generally constitute unreasonable interference with the rights of the landlord of the neighbour.
30. The landlord testified that the tenant had called the fire department to the unit three times regarding fumes. Evidence from the fire chief of the area (LL#8 and LL#9) explained that these claims were to be unfounded. Again, I accept the landlord’s evidence. Again, I am reluctant to find that this act by itself constitutes unreasonable interference with the landlord’s rights. Tenants should not be discouraged from contacting emergency services when they suspect there is appropriate grounds to do so. These services are of great importance and timely intervention can save lives. False alarms can waste resources, but if tenants do not report potential emergencies for fear of potential consequences, the results could be far worse.
31. Notwithstanding my finding that no individual act offered by the landlord constitutes unreasonable interference with the rights of the landlords, I do find on a balance of probabilities that her actions overall, considered in context, constitute a violation of statutory condition 7(a). The evidence in its totality makes it clear that the tenant has put the landlord in an impossible situation, both demanding perceived issues be addressed

and yet preventing the landlord from actually doing so. It is clear that the landlord's rights to manage and protect the property have been violated, that the tenant caused these violations, and that she did so by acting unreasonably.

32. Even if I had not made the above finding, I would still find that the tenant unreasonably interfered with the landlord's right to maintain the premises by failing to comply with a 24-hour notice of entry. She was advised by email (LL#2) on 14-December-2025 that the landlord and the repairperson would be by the following day. She replied saying that she would not allow the landlord inside. She was also given notice by voicemail on 13-December-2025. When the repairperson showed up the next day by himself, as she requested, she did not allow him entry (see paragraph 25, above). This constitutes a violation of statutory condition 7(a).

### Decision

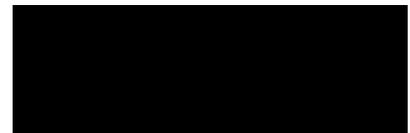
33. The termination notice dated 22-January-2026 complies with all relevant sections of the *Act* and is therefore valid. The landlord's claim for an order of vacant possession succeeds.

### **Summary of Decision**

34. The valid termination notice gave a move out date of 28-January-2026. The landlord's application for an order of vacant possession succeeds.
35. The tenant shall vacate the premises immediately.
36. The tenant shall pay to the landlord any costs charged to the landlord, by the Office of the High Sherriff, should the landlord be required to have the Sheriff enforce the attached Order of Possession.

26-February-2026

Date



Seren Cahill  
Residential Tenancies Office