

Residential Tenancies Tribunal

Application 2026-0005-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:09 a.m. on 27-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, did not attend.
4. The landlord called 2 witnesses into the hearing, [REDACTED] (witness 1) and [REDACTED] (witness 2).

Preliminary Matters

5. The tenant was not present or represented at the hearing and I was able to reach him by telephone at the start of the hearing, at which time he declined participation. This Tribunal’s policies concerning notice requirements and hearing attendance have been adopted from the *Rules of the Supreme Court, 1986*. According to Rule 29.05(2)(a) respondents to an application must be served with claim and notice of the hearing 10 clear days prior to the hearing date and, where the respondent fails to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondent’s absence so long as he has been properly served. The landlord submitted an affidavit with her application stating that she had served the tenant with the notice of hearing personally at the residential premises on 9-December-2025 (LL#1). In accordance with the *Residential Tenancies Act, 2018* this is good service. As the tenant was properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in his absence.
6. There is a fixed term rental agreement which commenced on 1-November-2025. Rent is \$1800.00 per month due on the first day of each month. A security deposit of \$1350.00 was paid on 1-November-2025 and is in the landlord’s possession.

Issues before the Tribunal

7. The landlord is seeking:
 - An order for vacant possession of the rented premises

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*. 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.

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 9-December-2025 under Section 24: Notice where tenant contravenes peaceful enjoyment and reasonable privacy to vacate on 15-December-2025.

Landlord's Position

10. The landlord testified that the tenant has contravened the rental agreement by smoking cigarettes and cannabis inside the unit and around the premises, and she stated that the building and surrounding grounds is designated as a smoke free area. The landlord stated that she has received at least 50 complaints since the commencement of the tenancy, and she stated that this material breach has led to an interference in the peaceful enjoyment of the other tenants who reside in the building. The landlord stated that the continuous odor from the smoke, especially the cannabis, has taken over the 4-unit building making the daily lives of the other tenants difficult. The landlord testified that the windows in the main area of the building have to be left open at all times to try to eliminate or at least lessen the effects of the cannabis odor especially in the laundry room area, which makes the building very cold this time of year and as a result interferes with the peaceful enjoyment of the other tenants. The landlord testified that the tenant was asked on several occasions to abide by the terms of the rental agreement and to stop smoking inside and around the premises. The landlord stated that the tenant sent her a video to show her that he was using a cannabis jar to blow the smoke into to avoid the presence of smoke inside the building (LL#3), and she stated that she wishes to enter that exhibit into evidence to show that the tenant was smoking in the unit.
11. The landlord called the *Superintendent* (witness 1) into the hearing to corroborate her testimony, and she confirmed that the building smells of cigarette smoke and cannabis on a daily basis which interferes with the peaceful enjoyment of the other tenants and she testified that the tenant is not only smoking in his unit, but he is leaving cigarette butts outside the unit in the smoke free area and some butts have been found inside the unit in the common areas. Witness 1 testified that as a representative of the landlord, she has spoken with the tenant on several occasions regarding his behavior and she stated that she has knocked on his door approximately 12 times to speak with him about the smell of cannabis coming from his unit and he would not open the door which she stated interferes with her rights to manage and maintain the property.
12. The landlord called a resident (witness 2) into the hearing to corroborate her testimony, and she testified that the smell of cigarette smoke and cannabis smoke started the second day that the tenant took possession of his unit and she stated that the continuous odor since that date has affected her quality of life as she feels like she does not have comfort in her own home anymore. Witness 2 stated that she knocked on the

tenant's door to remind him of the bylaws surrounding smoking in and around the building and she stated that he shut the door in her face with no regard for her concerns. Witness 2 also confirmed the presence of cigarette butts outside the premises in the non-smoking area.

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. The termination notice was given on 9-December-2025 under Section 24; *Notice where tenant contravenes peaceful enjoyment and reasonable privacy* to vacate on 15-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 asked the landlord how the notice was given to the tenant, and she responded that it was delivered personally on 9-December-2025. I find that the termination notice is a valid notice from a timeline perspective but must be further analyzed for validity (see below).

16. I accept the landlord's testimony, and the exhibit entered into evidence, and I accept the testimony of the 2 witnesses that were called into the hearing. In accordance with Section 10 of the *Act* as stated above, I find that the tenant contravened the statutory conditions as set out in the *Act*. I find that the tenant was aware that he was not permitted to smoke cigarettes and/or cannabis in his unit or around the building's smoke free zone. I accept that violating the rental agreement by smoking in the unit is a material breach; however, I find that the breach has led to the interference of the peaceful enjoyment of the other tenants who reside in the building as the odor of smoke and cannabis and the opened windows in the common area of the unit made their daily lives less than comfortable.

17. Witness 1 and witness 2 both corroborated the landlord's testimony and spoke to the effects of the lingering odor of cannabis on their health and wellbeing. I find that the tenant has unreasonably interfered with the rights and the peaceful enjoyment of the other tenants in the building, and as such, I find that the termination notice with cause served on 9-December-2025 is a valid notice.

18. I find that the tenant should have vacated the unit on 15-December-2025.

Decision

19. The termination notice with cause given on 9-December-2025 is a valid notice.

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

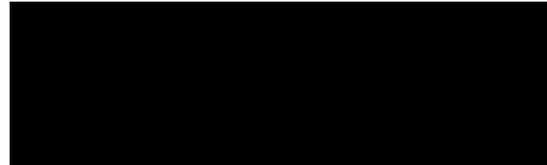
21. The tenant shall vacate the property immediately.

22. 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.

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

February 3, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office