

Residential Tenancies Tribunal

Application 2026-0083-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:02 a.m. on 3-March-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.
4. [REDACTED] was called into the hearing by the landlord as a witness.

Preliminary Matters

5. The landlord submitted an affidavit stating that they served the tenant with the notice of the hearing electronically via email on 6-February-2026 and submitted a proof of sent email on that date (LL#1,2). The tenant disputed receiving the notice of the hearing on that date, explaining that they had not have access to internet recently. However, the landlord served the notice using the email address the tenant provided in the rental agreement. I find that the landlord therefore met their obligation to properly serve the notice in accordance with the *Residential Tenancies Act, 2018*. As a result, I consider the service to be proper service and proceeded with the hearing.
6. There was a written fixed-term rental agreement commencing in April-2023 for a one-year term, and then was renewed for another year, which transferred into a month-to-month rental agreement. Rent is \$750.00 per month, paid biweekly. The tenant stated that there was a security deposit of \$200.00 paid on 1-June-2024, while the landlord stated that they do not recall receiving such a payment. I allowed the tenant an opportunity to submit proof of the e-transfer; however, they failed to provide any supporting documentation. Therefore, I accept the landlord’s statement that no security deposit was collected at the beginning of the tenancy.
7. The landlord amended their application to increase rent from \$450.00 as per their application to \$1900.00 including rent for month of March and to include hearing expenses of \$45.00.

Issues before the Tribunal

8. The landlord is seeking:
 - Validity of Termination notice;
 - An Order for vacant possession of the rented premises;
 - Rent to be paid \$1900.00;
 - Hearing expenses \$45.00.

Legislation and Policy

9. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
10. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 24: Notice where tenant contravenes peaceful enjoyment and reasonable privacy, and the following sections of the *Residential Tenancy Policy Manual*: Section 7-5: Interference with peaceful enjoyment and reasonable privacy, Section 12-1: Costs.

Issue # 1: Validity of a termination Notice; Vacant Possession of the Rented Premises.

Relevant Submissions

11. The landlord submitted a copy of a termination notice that was given on a *Landlord's Notice to Terminate Early – Cause* form (LL#3). The termination notice was issued to the tenant on 14-January-2026, under Section 24: *Notice where tenant contravenes peaceful enjoyment and reasonable privacy*, to vacate on 20-January-2026 and served electronically and personally on the same date.

Landlord's Position

12. The landlord testified that they have received multiple complaints from other tenants residing in the residential complex, as well as from neighbors, regarding disturbances and safety concerns related to the tenant and individuals attending at the rental unit.
13. The landlord stated that, at the beginning of the tenancy, several termination notices were issued due to numerous noise and safety complaints. According to the landlord, those concerns appeared to have been resolved at that time. However, the landlord testified that similar issues re-appeared in 2025. The landlord stated that beginning in September 2025, they received frequent noise complaints, and several notices were issued. They further testified that the tenant's partner was the source of safety concerns, alleging that they observed what they described as unreasonable behavior, which they stated created an unfriendly and unsafe environment for the tenant, other tenants, and neighbors. The landlord expressed concern about alleged violence during nighttime hours, individuals coming and going from the rental unit at various times of the day and night, and ongoing safety concerns within the property. The landlord stated that they were concerned for the tenant's safety and wanted to resolve the situation. The landlord further testified that the upstairs tenants raised numerous concerns and reported ongoing issues related to noise and safety.

14. The landlord testified that they possess video recordings showing individuals walking back and forth to the unit during both daytime and nighttime hours, however they were not submitted as evidence.
15. The landlord also testified that on several occasions they were unable to access the rental unit to change the locks or complete repairs. They stated that they provided notice to the tenant via text message; however, the tenant either responded late, sometimes the following day, or after the scheduled attendance time had passed. The landlord stated that this interfered with their ability to maintain and manage the property during the tenancy.
16. The landlord is seeking vacant possession of the rental premises.
17. The landlord called the witness into the hearing.

Witness's Position

18. The witness testified that he had resided in the upstairs unit, together with another tenant, for more than one year. The witness stated that he observed what he described as unreasonable behavior from the downstairs unit occupied by the tenant. He testified that the tenant's partner appeared to be the primary source of the disturbances and was, in his view, the reason for the ongoing issues. The witness stated that different individuals were visiting the downstairs unit during both daytime and nighttime hours, describing people going back and forth on a regular basis. He testified that he believed this activity to be related to drug use, although he acknowledged this was his belief based on observation. The witness further testified that he observed the tenant's partner walking outside without shoes and described frequent arguments between the tenant and her partner, which included yelling and threats directed at one another. He stated that during nighttime hours it was difficult to sleep due to screaming and loud disturbances coming from the unit.
19. The witness testified that on one occasion he heard the tenant yelling "help, they are going to kill me," after which he contacted the police. He stated that this type of disruptive behavior occurs around three times per week on an ongoing basis. The witness further stated that he heard loud noises, beating and yelling on cupboards during late-night hours, and statements such as "get me more drugs" at approximately 3:00 or 4:00 a.m. He testified that the frequency of people attending the unit at night caused concern for his safety and the safety of others. He testified that he did not believe the partner had vacated the unit, explaining that they stayed overnight at the unit regularly and, more recently, appeared to be present frequently. The witness stated that he contacted police on 13-January and that following that incident, the landlord issued a termination notice. He further stated that police were contacted again during the following week due to continued disturbances. The witness expressed concern that the environment created by the conduct described was unsafe, both for the tenant and for other residents of the property.

Tenants' Position

20. The tenant acknowledged that she received the termination notice on the date specified and confirmed that it was received by email. The tenant testified that she is no longer in a relationship with her former partner, describing the relationship as unhealthy. She stated that their partner vacated the rental unit approximately two months ago.
21. The tenant further testified that she was a victim of violence and that police attended the property on occasions to provide assistance and protection. The tenant denied being responsible for the alleged unreasonable behavior. She stated that she was not the cause

of the yelling, disturbances, or individuals attending at the rental unit. She testified that her former partner was disruptive and, at times, violent toward her. The tenant acknowledged that the landlord and other tenants may have been concerned and stated that she understood those concerns. She offered a sincere apology to the landlord and the other tenants for any disruption caused by the situation involving violence. The tenant further testified that her former partner has not resided in the unit for the past two months.

Analysis

22. 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.

23. 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.

24. I accept both the landlord's and tenant's statements that a termination notice was issued and received by the tenant on 14-January-2026. I find that the termination notice given on 14-January-2026 under Section 24: *Notice where tenant contravenes peaceful enjoyment and reasonable privacy* to vacate on 20-January-2026, was served according to 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).

25. According to the Section 7-5 of the *Policy, Interference with peaceful enjoyment and reasonable privacy is an ongoing unreasonable disturbance or activity, outside of normal everyday living, caused by the landlord or the tenant or someone permitted on the premises by the landlord or the tenant. This includes any unreasonable disturbance that interferes with right of the landlord to maintain and manage the rental property.*

26. I have considered all of the testimony and statements provided by the landlord, the tenant, and the witness. The witness provided detailed and credible evidence describing frequent arguments, yelling, threats, late-night disturbances, and individuals attending the unit at various hours; all of which interfered with the peaceful enjoyment and safety of other tenants. The tenant's and witness's statements also show that the RNC attended the property on several occasions, where the tenant stated that they were the one suffering from violence, supporting the seriousness of the disturbances described. The evidence demonstrates that repeated disturbances and safety concerns occurred at the rental unit, and that these incidents involved the tenant's partner and other individuals attending at the premises. On balance of probabilities, I find that these individuals were permitted on the premises by the tenant, and as such, the tenant is responsible for the resulting interference.
27. I further accept the landlord's statement that they were prevented from changing locks and completing necessary repairs because the tenant did not respond to their messages in a timely manner. This evidence was not disputed by the tenant, and I find that it interfered with the landlord's rights to maintain and manage the rental property.
28. Based on all statements and evidence submitted, I find that the landlord has met the burden of proving that the tenant engaged in ongoing unreasonable disturbances and conduct that interfered with the peaceful enjoyment and safety of other tenants in the property.
29. Accordingly, I find that the termination notice is valid under section 24 of the Act, and the landlord's claim for an order of vacant possession succeeds.

Decision

30. The termination notice is a valid notice.
31. The landlord's claim for an Order of vacant possession succeeds.

Issue # 2: Rent paid \$1900.00

Relevant submission:

32. The landlords submitted the rental ledger to support their claim, see copy below:

| <u>2025</u> | Rent Paid | Rent Owed |
|-------------|--------------------|---|
| January | 750 | |
| Feb | 750 | |
| March | 750 | |
| April | 750 | |
| May | 750 | |
| June | 0 | 750 |
| July | 750 | 750 |
| Aug. | 850 750 | 750 650 $650 - 425 =$ |
| Sept | $1175 - 750 = 425$ | 225 |
| Oct | 525 | 450 |
| Nov | 750 | 450 |
| Dec | 0 | 1,200 |
| <u>2026</u> | | |
| Jan | $975 + 150 = 1125$ | 750 $75 + 375 (\text{Jan 1 rent}) = 450$ |

Landlord's Position:

33. The landlord is seeking payment of rent. The landlord confirmed that the tenant has not made payments for the months of February and March and requested that the outstanding rent be paid in full.

Tenants' position:

34. The tenant acknowledged that rent is outstanding in the amount claimed and apologized for the inconvenience. They explained that they are experiencing financial difficulties due to stress and losing clients at work. The tenant stated that they intend to pay all outstanding rent as soon as they receive employment insurance benefits.

Analysis

35. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid under a rental agreement by a tenant during the use or occupancy of a residential premises.

36. I accept the landlord's and the tenant's testimony that the tenant failed to pay rent in full and in time during the months in question. Therefore, I find that the tenants shall be responsible for full rent for those months. The rental ledger is amended to reflect a daily rate for March-2026, as this tribunal cannot award future rent. Therefore, I find that the tenant shall be responsible for rent up to 3-March-2026 in the amount of \$1648.95. This amount is calculated as follows:

| Amended Rental Ledger 2026-83-NL | | | |
|----------------------------------|----------|-------------|------------|
| Date | Action | Amount | Total |
| 31-May-25 | balance | | \$0.00 |
| June 1, 2025 | Rent due | \$750.00 | \$0.00 |
| July 1, 2025 | Rent due | \$750.00 | \$1,500.00 |
| July, 2025 | Payment | -\$750.00 | \$750.00 |
| August 1, 2025 | Rent due | \$750.00 | \$1,500.00 |
| August, 2025 | Payment | -\$850.00 | \$650.00 |
| September 1, 2025 | Rent due | \$750.00 | \$1,400.00 |
| September, 2025 | Payment | -\$1,175.00 | \$225.00 |
| October 1, 2025 | Rent due | \$750.00 | \$975.00 |
| October, 2025 | Payment | -\$525.00 | \$450.00 |
| November 1, 2025 | Rent due | \$750.00 | \$1,200.00 |
| November, 2025 | Payment | -\$750.00 | \$450.00 |
| December 1, 2025 | Rent due | \$750.00 | \$1,200.00 |
| January 1, 2025 | Rent due | \$750.00 | \$1,950.00 |
| January, 2025 | Payment | -\$1,125.00 | \$825.00 |
| February 1, 2025 | Rent due | \$750.00 | \$1,575.00 |
| March 1-3, 2026 | Rent due | \$73.95 | \$1,648.95 |

Daily rate: $\$750 \times 12 \text{ mths} = \9000.00
 $\$9000 / 365 \text{ days} = \24.65 per day

37. The tenant shall pay daily rent of \$23.65 beginning 4-March-2026 until such time when the landlord regains possession of the rental unit.

Decision

38. The landlord's claim for rent succeeds in the amount of \$1648.95.

Issue # 3: Hearing expenses \$45.00.

Relevant Submission

39. The landlord paid \$20.00 for the application fee and \$25.00 for Commissioner of Oaths services and is seeking reimbursement. The landlord submitted copies of the receipts to support the claim (LL#4).

Analysis

40. In accordance with Section 12-1 of the *Residential Tenancies Policy*, general claimable costs may include costs incurred in the preparation for a hearing, and as the landlord's claim was successful as per paragraphs 30, 31 and 38, the landlord will be awarded with \$45.00.

Decision

41. The landlord's claim for Hearing expenses succeeds in the amount of \$45.00.

Summary of Decision

42. The termination notice is a valid notice.

43. The tenant shall vacate the property immediately.

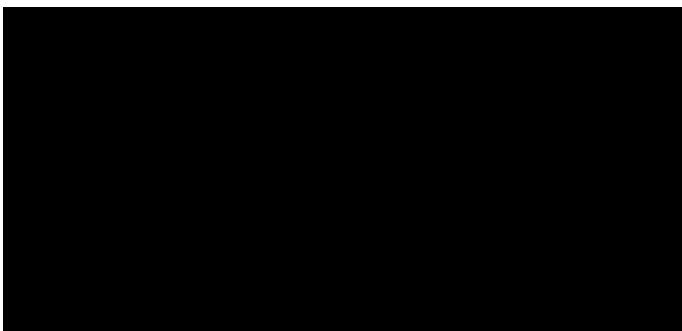
44. The landlord will be awarded an Order of Possession.

45. 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.

46. The tenant shall pay the landlord \$1693.95 as follows:

| | |
|-----------------------|---------------|
| Rent..... | \$1648.95 |
| Hearing expenses..... | \$45.00 |
| Total | \$1693.95 |

47. The tenant shall pay daily rent of \$23.65 beginning 4-March-2026 until such time when the landlord regains possession of the rental unit.



March 18, 2026
Date

Oksana Tkachuk, Adjudicator
Residential Tenancies Office