

## Residential Tenancies Tribunal

Application 2026-0132-NL

John R. Cook  
Adjudicator

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### Introduction

1. The hearing was called at 9:14 AM on 25 February 2026 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, participated in the hearing. She was represented by [REDACTED]. The respondents, [REDACTED] and [REDACTED] hereinafter referred to as “the tenants”, were not in attendance.

### Issues before the Tribunal

3. The landlord is seeking an order for vacant possession of the rented premises.

### Legislation and Policy

4. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
5. Also relevant and considered in this case are sections 19 and 24 of the *Residential Tenancies Act, 2018*, and rule 29 of the *Rules of the Supreme Court, 1986*.

### Preliminary Matters

6. The tenants were not present or represented at the hearing and I was unable to reach them by telephone. 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 respondents’ absence so long as they have been properly served. [REDACTED] submitted affidavits with the application stating that the tenants were served with the application, by e-mail, on 11 February 2026. The

original hearing date of 23 February 2026 was rescheduled for 25 February 2026, and the respondents were notified of that change by this Section. As the tenants were properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in their absence.

## **Issue 1: Vacant Possession of Rented Premises**

### **Relevant Submissions**

7. ■ stated that the landlord had entered into a monthly rental agreement with the tenants, commencing 02 December 2025, and a copy of that agreement was submitted with the application. The agreed rent was set at \$1500.00 per month, and it is acknowledged in the rental agreement that the tenants had paid a security deposit of \$1125.00.
8. With her application, the landlord had also submitted a copy of a termination notice that ■ stated he had served on the tenants on 05 February 2026. That notice was issued under sections 19 (notice where failure to pay rent) and 24 (notice where tenant contravenes peaceful enjoyment and reasonable privacy) of the *Residential Tenancies Act, 2018*, and it had as effective termination date of 17 February 2026.
9. Regarding the issue of rent, ■ testified that the tenants had paid no rent for the months of January and February 2026, and they are currently in arrears in the amount of \$3000.00 (2 months x \$1500.00 per month).
10. With respect to the issue of peaceful enjoyment, ■ pointed out that it was a condition of this rental agreement that smoking was not permitted in the premises. The landlord, who lives in the same complex as the tenants, testified that she can smell smoke coming into her unit, and on 20 January and again on 21 January 2026, ■ instructed the tenants to cease smoking in the unit. He testified that the tenants ignored his instructions and on 22 January 2026 he contacted the fire department, who paid a visit to the property and would be able to confirm that there was a smell of smoke in the unit.
11. With her application, the landlord also submitted letter from her doctor which states that “she has a medical history of recurrent pneumonia and sensitive lungs that react to environmental toxins”, and she advises that the landlord avoid exposure to second-hand smoke. ■ argued that the tenants’ smoking in the rental unit is not only a contravention of their rental agreement, but it is adversely affecting the landlord’s health and peaceful enjoyment.
12. The landlord is seeking an order for vacant possession of the rented premises.

## Analysis

13. Section 19 of the *Residential Tenancies Act, 2018* states:

### ***Notice where failure to pay rent***

**19.** (1) *Notwithstanding subsection 18(2) and paragraph 18(3)(b),*

...

(b) *where the residential premises is*

(i) *rented from month to month,*

(ii) *rented for a fixed term, or*

(iii) *a site for a mobile home, and*

*the amount of rent payable by a tenant is overdue for 5 days or more, the landlord may give the tenant notice that the rental agreement is terminated and that the tenant is required to vacate the residential premises on a specified date not less than 10 days after the notice is served on the tenant.*

(2) *Notwithstanding subsection (1), where the tenant pays the full amount of the overdue rent, including a fee under section 15, before the date specified in the notice under paragraph (1)(a) or (b), the rental agreement is not terminated and the tenant is not required to vacate the residential premises.*

14. On 05 February 2026, when the termination notice was issued, the tenants had been in rental arrears for over a month, and no payments have been made since the notice was issued. As the notice meets all the requirements set out in this section of the *Act*, and as it was properly served, the notice is valid on those grounds.
15. With respect to the other section under which the notice was issued, statutory condition 7, set out in 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 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.*

and according to section 24:

***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.*

16. I accept the landlord's uncontested testimony that she had can smell smoke coming into her home from the tenants' rental unit, and I also accept her claim that the smoke is affecting her health and her peaceful enjoyment. I find therefore that the notice is valid on these grounds as well.

**Decision**

17. The landlord's claim for an order for vacant possession of the rented premises succeeds.
18. The tenants 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 February 2026

Date

  
John R. Cook  
Residential Tenancies Tribunal