

Residential Tenancies Tribunal

Application 2026-0137-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:58 p.m. on 5-March-2026.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, attended by teleconference. [REDACTED] support person for the landlord was present.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant, did not attend.
4. The landlord amended the application to include hearing expenses.
5. The tenant’s counter claim (2026-0183-NL) was discontinued as the tenant did not attend the hearing and did not serve the landlords.

Preliminary Matters

6. The tenant was not present or represented at the hearing. 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 the claim and notice of 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 she has been properly served. The landlord submitted an affidavit with his application stating that he had served the tenant with the notice of hearing via pre-paid registered mail ([REDACTED]) on 17-February-2026 (LL#1). In accordance with the *Residential Tenancies Act, 2018* registered mail is considered served on the 5th day after it has been sent. 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 her absence.
7. There is a written month-to-month rental agreement which commenced on 1-December-2020. Rent is \$1000.00 per month due on the first day of each month. A security deposit of \$400.00 was paid on 1-November-2020 and is in the landlord’s possession.
8. The landlord amended the application to seek hearing expenses.

Issues before the Tribunal

9. The landlord is seeking:
 - An order for vacant possession of the rented premises
 - Hearing expenses \$39.95

Legislation and Policy

10. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
11. 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. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Policy Manual*: Section 12-1: Recovery of costs.

Issue # 1: Vacant Possession of the Rented Premises

Relevant Submission

12. 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 13-February-2026 under Section 24: Notice where tenant contravenes peaceful enjoyment and reasonable privacy to vacate on 19-February-2026.

Landlord's Position

13. The landlord testified that the tenant had interfered with the peaceful enjoyment and reasonable privacy of the upstairs tenants which forced them to vacate the unit, and he also stated that the tenant has interfered with his rights as a landlord to manage and maintain the property.
14. The landlord stated that he received complaints from the family residing in the upstairs unit after the *Police* had raided the premises in December 2025 and asked them to move from their home for a short period of time for safety reasons. The landlord stated that the tenants were afraid to move back into the unit and terminated their tenancy out of fear for their family. The landlord submitted a copy of a sworn affidavit from one of the upstairs tenants outlining what they had experienced during the tenancy, which ranged from frequent and irregular activity around the premises, vehicles constantly in their parking spot, knocks on their door late at night, loss of property and a heavy *Police* presence, which led to their decision to terminate the tenancy (LL#3).
15. The landlord testified that the tenant has changed the locks on the exterior door preventing him from gaining access to the unit and he stated that he was unwilling to attempt entry anyways due to fear, given the people who have been hanging out in the unit. The landlord submitted a copy of a sworn affidavit from himself stating what has been going on in the unit and around the premises to support his claim (LL#4). The landlord stated that the unit has endured a great amount of physical damage and he is unable to deal with the damages until the tenant vacates as it is best to avoid contact with the tenant and the persons hanging out at the unit. The landlord stated that he is seeking vacant possession under section 24 of the *Act*.

Analysis

16. 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.

17. 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.

18. The termination notice was given on 13-February-2026 under Section 24; *Notice where tenant contravenes peaceful enjoyment and reasonable privacy* to vacate on 19-February-2026. 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*. The landlord was contacted post hearing to ask how the termination notice was given to the tenant, and he responded that it was served personally at the residential premises on 13-February-2026. I find that the termination notice is a valid notice from a timeline perspective but has to be further analyzed for validity (see below).

19. I accept the landlord's testimony, and the exhibits entered into evidence, and 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 not only disrupted the peaceful enjoyment and reasonable privacy of the upstairs tenants but has also interfered with the rights of the landlord to manage and maintain the property. I find that the termination notice with cause dated 13-February-2026 is a valid notice.

20. I find that the tenant should have vacated the unit on 19-February-2026.

Decision

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

Issue # 2: Hearing expenses \$39.95

Analysis

22. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and incurred postal fees in the amount of \$19.95. The landlord submitted copies of the receipts to support the claim (LL#5). In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, filing fees and other administrative charges may be claimable costs. As

the landlord's claim has been successful, I find that the tenant is responsible for the hearing expenses.

Decision

23. The landlords claim for hearing expenses succeeds in the amount of \$39.95.

Summary of Decision

24. The termination notice with cause dated 13-February-2026 is a valid notice.

25. The landlord shall retain \$39.95 from the security deposit to cover the cost of hearing expenses.

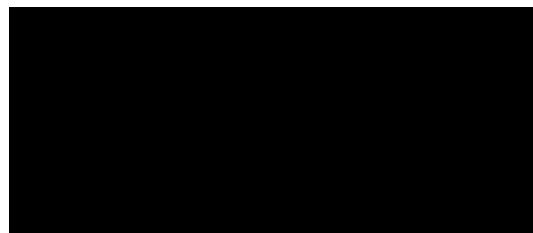
26. The landlord's claim for vacant possession of the rented premises succeeds.

27. The tenant shall vacate the property immediately.

28. 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.

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

March 6, 2026
Date



Pamela Pennell, Adjudicator
Residential Tenancies Office