

Residential Tenancies Tribunal

Application 2026-0154-NL and 2026-0186-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 25-February-2026 at 11:02 am.
2. The applicants of the initial claim, [REDACTED] and [REDACTED], hereinafter referred to as the landlords, attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, also attended alongside his partner [REDACTED], who helped him present his evidence.

Procedural History

4. The tenant acknowledged they were properly served.
5. The landlords applied for an order of vacant possession and the tenants counter claimed to establish the validity of the termination notice the claim for vacant possession is based on. As a valid termination notice is a prerequisite to receiving an order for vacant possession, these 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: Validity/Vacant Possession

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 in the form prescribed by the minister and 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 landlord. It states the date on which the rental agreement is to terminate. It was served on the tenants by placing it on their front door in accordance with s. 35(2)(c) of the *Act*. It therefore complies with s. 24(2).
12. LL#1 was issued on 10-February-2026 and gives a move out date of 16-February-2026, which is not less than 5 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.

Landlords' Position

14. One of the landlords testified that on 9-February-2026, only a little over a week into the tenancy, there was disturbing noise coming from the tenant's premises, which is a basement apartment below the landlord's own residence. She described this noise as screaming, crashing, and banging, sufficient to cause her to call the police to ensure everyone's safety. She said this event made her feel unsafe and she was unable to remain at her residence, and since then she has stayed with family elsewhere.

Tenant's Position

15. The tenant and his witness do not deny there was a disturbance on 9-February-2026 but deny it was unreasonable and to the extent that it would interfere with the landlord's right to peaceful enjoyment. The witness described the event as a "heated argument."

Analysis

16. There is a two-part analysis here. First, I must consider whether the tenant interfered with the landlords' rights. Second, if the answer is yes, I must determine whether that interference rises to the standard of being unreasonable.
17. The landlords provided recordings of the day in question. The landlord's exhibits A3 is a series of seven video recordings labeled in the form of A3(1) to A3(7). They were taken by the landlord using her personal cellphone on the day in question from their upstairs premises. She says they capture a portion of the noise she heard including arguing, thumping, screaming, and yelling. Having listened to these recordings, I can confirm they include several loud "thumps." I cannot, however, make out any voices. By adjusting the audio settings, I was able to discern some voices but could not find that they rose to the level the landlord described. I do not take this as impugning the landlord's credibility. Modern cellphones are not designed to capture these kinds of ambient sounds. Their microphones are built to clearly capture the voice of the user, and ambient noise is counterproductive to this. Nevertheless, the onus is on the landlord to provide sufficient evidence that the tenant disrupted their right to peaceful enjoyment.
18. While the documentary exhibits are heavily flawed, the same cannot be said of the landlords' testimony. It was consistent, simple, and clear. It was also supported by the other landlord's testimony, as he said he heard the disruption over the phone immediately prior to the making of the recordings. In addition, the tenant did not deny it. I accept her account. I also accept her testimony that the event had a significant mental impact on her and deprived her of the benefit of her portion of the premises. Therefore, the tenant interfered with the landlord's rights.
19. The remaining consideration is whether the tenant's interference was unreasonable. The facts as I find them are that the tenant was shouting, yelling, screaming, and making loud thumps and crashing noises for a period of about an hour and a half in a basement apartment. There was no testimony as to what led to this aside from the submission that it was a "heated argument."

20. I find this behaviour to be unreasonable.

Decision

21. The notice labeled LL#1 complies with all relevant provisions of the *Act* and is therefore valid.

Summary of Decision

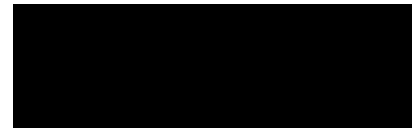
22. The termination notice LL#1, dated 10-February-2026, is valid. The termination date of 16-February-2026 has passed. The landlords' application for an order of vacant possession succeeds.

23. The tenant shall vacate the premises immediately.

24. 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.

4-March-2026

Date



Seren Cahill
Residential Tenancies Office