

Residential Tenancies Tribunal

Application 2026-0227-NL and 2026-0335-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 28-April-2026 at 2:13 pm.
2. The applicant of the initial claim, [REDACTED] hereinafter referred to as the tenant, attended by teleconference.
3. The respondent, [REDACTED] hereinafter referred to as the landlord, also attended via teleconference.

Preliminary Issues

4. The parties indicated they were prepared to proceed, regardless of service.

Issues before the Tribunal

5. Is the termination notice dated 7-April-2026 valid?
6. Should the tenant's claim for compensation for inconvenience 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

9. The tenant questioned the validity of a termination notice dated 7-April-2026, labeled T#1. To be valid, a termination notice must comply with all relevant provisions of the *Act*.
10. T#1 is written in the form prescribed by the minister. It contains the name and address of the recipient. It identifies the residential premises for which it was given. It states the section of the *Act* under which it was given. It therefore complies with s. 34 of the *Act*.
11. T#1 is signed by the landlord. It states the date on which the rental agreement is to terminate. It was served on the tenant personally in accordance with s. 35(2)(a) of the *Act*. It therefore complies with s. 24(2) of the *Act*.
12. T#1 was served on 7-April-2026 and gives a move out date of 13-April-2026, which is not less than 5 days later. It therefore complies with the timeline requirements under s. 24(1) of the *Act*. The only remaining question is whether the tenant violated statutory condition 7(a) as set out in s. 10(1) of the *Act*, which 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.

13. The landlord alleges that the tenant violated this condition in the following ways:
 - Calling City of St. John's enforcement,
 - Taping other residents,
 - Ordering her to leave / mistreating her,
 - Intimidating other residents, and
 - Not complying with garbage rules.

14. Reporting alleged deficiencies to the appropriate officials cannot be penalized. Tenants are entitled to do so when they have an honest belief that such an action is justified.
15. The landlord also alleged the tenant violated the reasonable privacy of other residents with his recordings. She testified he often recorded conversations and other sounds. Generally, she reported him recording conversations he was a part of and in common areas. When considering questions of privacy, the issue that should be considered is whether the person being recorded has a reasonable expectation of privacy. In a situation such as this, where tenants rent rooms attached to a shared common area, one would not reasonably expect privacy within the common areas. The tenant provided a number of recordings himself (T#2, T#3). He explained that he was bothered by another tenant's loud music and sought to document it (T#2).
16. I have some concerns with the tenant's recording that I have labeled T#2-1. This video starts in the tenant's room, which is obviously a permissible place to record. He approaches another tenant's door and then holds the recording device just outside it, though he does so only briefly. I understand he was trying to demonstrate the source of the noise (which is not particularly audible, modern cellphones being designed specifically to not pick up background noise for call clarity), but this behaviour might be seen as impugning the other tenant's reasonable privacy. A person is entitled to some privacy in their own room, and holding a recorder just outside it specifically to capture any noise from within is problematic, notwithstanding the fact that recording in common areas is generally permissible. The tenant appears to do this only briefly, but the behaviour is repeated in T#2-4, T#2-6, T#2-7, and T#2-8.
17. The landlord also says the tenant repeatedly denied that she had a right to reside at the building and told her to leave. The tenant does not deny this; he maintained on the date of the hearing that the landlord had no right to reside there. He suggested the landlord residing at the premises somehow changed the nature of the rental agreement and suggested that the *Act* defines a residential premises as "would be considering that only tenants live on the premises and the landlord doesn't live in the unit either."
18. The tenant is mistaken. S. 2(k) of the *Act* defines "residential premises" as either "living accommodation that is rented and is used or occupied or intended for use or occupation by a tenant as a residence, including a house, apartment, room or similar place," and "land rented by a tenant upon which the tenant locates a mobile home." There is no provision preventing a landlord from residing in a unit where they rent rooms or classifying it as a different nature of rental. Nothing prevents a landlord from moving into or out of one of the rooms in the building. Further, no individual tenant has a right to exclude a person from common areas. On the other hand, the tenant pressed an honestly held (but mistaken) understanding of the law, but the evidence did not suggest he ever interfered with the landlord's presence beyond once calling the police, who confirmed they would not remove her.
19. The landlord suggested the tenant intimidated other tenants, but this seemed limited to seeing him as standoffish and litigious. There was no suggestion he threatened or deliberately intimidated them. While it was suggested that they were scared he would interfere with their desire to become Canadian citizens, there was no evidence provided to support this conjecture.

20. Failing to comply with garbage rules does not amount to unreasonable interference with peaceful enjoyment, though it may represent a violation of the rental agreement. It is not relevant to this application.
21. After considering the totality of the evidence, I do not find that the landlord has proved on a balance of probabilities that the tenant violated statutory condition 7(a).

Decision

22. The termination notice T#1 is invalid.

Issue 2: Compensation for Inconvenience

23. The tenant claims \$17020.00 in compensation for inconvenience based on the landlord forcing him to leave the premises and issuing eviction notices in bad faith.
24. The tenant suggested the landlord was operating in bad faith based on “a repeated pattern of what I consider to be discriminatory, unfair treatment, as well as retaliatory behaviour using intimidation and threats, as well as personal insults towards members of my family and accusing me of things that didn’t happen.”
25. I find the tenant’s claim that the landlord was operating in bad faith to be without any evidentiary basis. His claims are not supported by his own testimony. For instance, what he calls “a personal insult to a member of his own family” was in fact, he later acknowledged, the landlord saying (paraphrased) “if your mother left your house to buy groceries and you were living with her, she wouldn’t need to give you a 24-hour notice to get back in.” That is a rhetorical argument and does not insult anyone.
26. He also suggested that the landlord’s use of multiple termination notices was indicative of bad faith. It is not. Rather, it is an extremely common practice. Circumstances change and parties often realize an earlier notice was deficient, requiring them to issue a new one. Other times, 3-month notices precede problems that the landlord believes justify a notice to terminate for cause.
27. I accept that the landlord found the tenant to be difficult to deal with and possessed an honestly held belief that she was legally justified in her actions, just as he believed he was legally justified in his actions. She said she felt poorly treated by the tenant and I accept her testimony as honest.
28. In any event, the tenant vacated the premises ahead of the hearing date voluntarily. He testified that the landlord forced him to leave by “continually entering, making [him] feel uncomfortable in the unit, not accepting what I was telling her as the truth, and refusing to leave.” As discussed above, the landlord had the right to enter and remain. The tenant does not have a right to be believed. Moreover, the tenant was clearly aware of his rights under the *Act* insofar as the nature of eviction. He applied to question the validity of the termination notice. He knew he could remain until the hearing was held but chose to leave early. There was no evidence of any kind of coercion.

Decision

29. The tenant's claim for compensation for inconvenience fails.

Summary of Decision

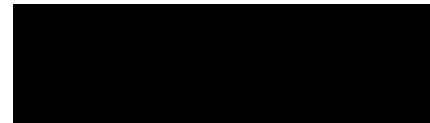
30. The termination notice dated 7-April-2026 is invalid.

31. The tenant's claim for compensation for inconvenience fails.

32. Neither party was completely successful. I exercise my discretion to decline to grant hearing expenses in favor of either party.

7-May-2026

Date



Seren Cahill
Residential Tenancies Office