

Residential Tenancies Tribunal

Application 2026-0244-NL
Application 2026-0245-NL

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 9:09 AM on 25 March 2026 via teleconference.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as “the tenants”, participated in the hearing in person. The respondent, [REDACTED] Estate Management Ltd., was represented at the hearing by [REDACTED].

Issues before the Tribunal

3. The tenants are seeking a determination of the validity of a termination notice issued to them on 06 March 2026.
4. The landlord is seeking an order for vacant possession of the rented premises.

Legislation and Policy

5. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
6. 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

7. The tenants called the following witness:
 - [REDACTED] – tenant in unit #1

Issue 1: Validity of Termination Notice
Issue 2: Vacant Possession of Rented Premises

Relevant Submissions

The Landlord's Position

8. The landlord and tenants entered into a 1-year, fixed-term lease commencing 28 October 2025, and a copy of that agreement was submitted with the tenants' application. The agreed rent was set at \$1300.00 per month, and it is acknowledged in the lease that the tenants had paid a security deposit of \$975.00.
9. The rental unit is one of 12 apartments located in this complex, and the tenants' unit is located on the top floor of the 3-storey complex. The landlord stated that he has received numerous complaints from residents in other units at the complex about the behaviour of the tenants, and in particular, the behaviour of [REDACTED]. He stated that these residents have complained that they can hear yelling and screaming coming from the tenants' apartment, that the tenants' are yelling profanities, that they are urinating and throwing objects at other residents from their balcony, that they are frequently knocking on the doors of these other residents and harassing them, that they have threatened other residents, and that the police have been frequently called to the property concerning complaints about the tenants.
10. The landlord argued that the tenants have engaged in a systematic pattern of intimidation and threatening behaviour, which has only escalated since January 2026, and he claimed that the tenants have taken it upon themselves to make life intolerable for the other residents at the complex. Because of this unreasonable behaviour, the landlord stated that he fears for the safety of these residents.
11. In support of these allegations, the landlord submitted 2 sworn affidavits from 2 residents at the complex: [REDACTED], who lives in unit 8 on the floor below the tenants, and [REDACTED], who lives in unit 11, across the hall from the tenants.
12. In her affidavit, [REDACTED] indicated that she is a single mother living alone with her 3-year-old daughter. She testified that there have been several occasions where [REDACTED] has come to her door complaining about her daughter making noise, but, in addition, he has also resorted to yelling and cursing through the ceiling at her, and she can hear loud banging on the floor. She stated that this is an ongoing issue, and she claimed that [REDACTED] has verbally threatened her and her daughter on several occasions when she had encountered him in the common areas. She testified that [REDACTED] had stated that he would "make sure he 'gets me and my daughter'" and she states that he has referred to her daughter as a "whore".
13. [REDACTED] also testified that the tenants had thrown glass and salt at her from her balcony, and that they had been urinating from their balcony onto hers.

Because of these issues, ██████ called the police on several occasions, including on 01 March and 02 March 2026, upon which they visited the complex. She also called the police again on 09 March 2026 in relation to threats she had received from the tenants on the previous day. As a result of a report the police had compiled based on that latter complaint, ██████ testified that she has decided to seek a peace bond against the ██████ and a court date is set for 28 March 2026. The landlord stated at the hearing that this date has been moved up to 25 March 2026.

14. ██████ testified that the tenants have regularly threatened her daughter, and her daughter now has bad dreams and is fearful of “the ‘boogyman’ upstairs”. ██████ expressed that she is “constantly in fear for our safety” and that since December 2025 she had only spent a total of 38 days residing at her apartment, deciding to stay with friends whenever she can.
15. These sorts of complaints were also recounted in ██████ affidavit. She also testified that she had heard the tenants yelling and pounding on the floor in their apartment, and that they were calling for ██████ daughter to “shut up and that she was a mini whore”. ██████ also testified that she had also witnessed the tenants urinating off of their balcony. She reiterated that that ██████ and her daughter are afraid of the tenants and that they have gone to stay with friends on occasion so they can avoid any interactions with them.
16. ██████ also complained that ██████ is frequently knocking on her door, and the doors of the other residents at the complex. And she further testified that he had gone to her sister’s place of business and told her that she had fallen down and needed back surgery, that she had cancer, and that she was knocking on the doors of the other residents at the complex looking for drugs. ██████ stated that none of these statements were true and that they had traumatized her sister. Like ██████ also writes that she is afraid in her own home.
17. The landlord pointed out that this Section required that these affidavits be provided to the tenants prior to the hearing. Upon receipt of the affidavits, tenants sent threatening messages to both of these affiants.
18. The landlord also complained that ██████ had engaged in harassing behaviour towards him as well. He stated that he had sent slanderous letters to his place of business, a real estate company, as well as to the ██████. He also testified that he had contacted the town of ██████ fire department complaining about the condition of the residential complex. The landlord stated that his employer and the ██████ both regarded these communications from ██████ as part of a smear campaign and were disregarded, and he stated that he had invited the fire department to inspect the complex, after which they reported no deficiencies.
19. The landlord also claimed that he had witnessed ██████ acting in a dangerous manner on 07 January 2026. He claimed that after he had suggested

that the tenants may wish to consider moving from the property because of the noise complaints they had been making, [REDACTED] had pointed his index finger at him and declared: "I am not leaving!" The landlord argued that the tenants have no interest in resolving the issues with the other tenants and instead seem to be bent on making life for the other residents at the complex intolerable.

20. Because of the constant complaints he is receiving from the other residents at the complex, and because the affiants have expressed fear for their safety, the landlord issued the tenants a termination notice on 06 March 2026, and a copy of that notice was submitted with his application. That notice was issued under section 24 of the *Residential Tenancies Act, 2018* (notice where tenant contravenes peaceful enjoyment and reasonable privacy) and it had an effective termination date of 12 March 2026. The tenants have not moved out of the unit as required, and he is seeking an order for vacant possession of the rented premises.

The Tenants' Position

21. The tenants argued that they were not the ones causing the problems at the residential complex, and that it was instead [REDACTED] and her daughter.
22. The tenants claimed that [REDACTED] daughter is up at all hours of the night and making so much noise that it causes vibrations in their apartment. They stated that they are quiet individuals and that all that they do in their apartment after 8:00 PM is to watch television quietly. They testified that they do not smoke, that they do not drink, and that they do not do drugs.
23. With respect to the allegations that they had been throwing things off their balcony or that they had been urinating over the balcony, the tenants claimed that these claims were false as the balcony was very high and made it impossible to throw things off of it. They also claimed that they never used the balcony, and that only their witness, [REDACTED], who is a smoker, uses it when she visits the unit to watch television with them.
24. The tenants acknowledged that the police had visited the unit on several occasions, but they pointed out that as a result of those visits, there was no evidence discovered that the tenants had been making any noises in their apartment or that they had thrown anything at [REDACTED] from their balcony. The tenants submitted copies of those reports with their application.
25. [REDACTED], the tenant from unit 1, was called as a witness by the tenants. [REDACTED] does not have a television, and she frequently visits the tenants in the evenings, until about 2:00 AM, where she watches television with them.

26. Under questioning, [REDACTED] stated that she had not witnessed the tenants urinating off of their balcony, that she had not witnessed any yelling or cursing, and she claimed that the tenants were not loud and they have never yelled at [REDACTED] daughter. She also denied that the tenants had been using drills in their apartment. [REDACTED] also denied that she was engaging in any loud behaviour herself or that she had been yelling while in the tenants' apartment and she also denied that she was residing at the tenant's rental unit.
27. The tenants argued that based on the police reports and the testimony of their witness, the landlord has failed to establish that they had engaged in any of the behaviour complained about by [REDACTED] and [REDACTED]. As such, they argued that the termination notice issued to them was not a valid notice and that they were entitled to continue residing at the complex.

Analysis

28. 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.*

29. Based on the testimony, the affidavits, and evidence of the landlord, it is evident that there is a strained relationship between the tenants and [REDACTED] and her daughter. Both [REDACTED] and [REDACTED] testified in their affidavits that they can hear the tenants yelling and banging in their apartment and that they have uttered threats against [REDACTED] and her daughter, and they have called [REDACTED]. [REDACTED] 3-year-old daughter derogatory words.
30. Although I accept the tenants' claim that the police did not hear any yelling or other noises coming from the tenants' apartment when they visited on 01 March and 02 March 2026, this does not conclusively establish that the tenants had not been noisy or bothersome prior to those police visit, or even on other occasions. Likewise, although [REDACTED] testified that she had not witnessed any yelling or banging while she was visiting the tenants, this does not rule out the possibility that they were engaging in that behaviour when she was not present.
31. Given that [REDACTED] has had to call the police on numerous occasions and given that she has an upcoming hearing through which she is seeking a peace bond, I find that it is more probable than not that the tenants are interfering with her peaceful enjoyment. She reports in her affidavit that she is fearful for her safety and that the constant harassment by the tenants is having a negative effect on her young daughter and that she is scared of the tenants. Those statements were corroborated by [REDACTED] and she expresses in her affidavit that she is also afraid of the tenants. The landlord also reported that he had witnessed the intimidating behaviour of the tenants, and he reported that they have engaged in a smear campaign against him by making complaints to his employer, the [REDACTED] and the fire department.
32. Based on all of this evidence, I find it probable that the tenants had been engaging in behaviour which rises to the level of harassment and intimidation. That sort of behaviour is clearly unreasonable, and I find that the landlord was therefore in a position, on 06 March 2026, to issue a termination notice to the tenants. As the notice meets the timeframe requirements set out in this section of the *Act*, I find that notice to be valid.

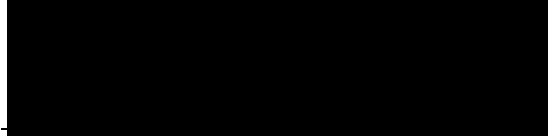
Decision

33. The termination notice issued to the tenants on 06 March 2026 is valid.
34. The landlord's claim for an order for vacant possession succeeds.

35. 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.

06 April 2026

Date



John R. Cook
Residential Tenancies Tribunal