

Residential Tenancies Tribunal

Application 2026-0330-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 11:16 a.m. on 22-May-2026.
2. The applicant, [REDACTED], represented by [REDACTED], [REDACTED] (LL#1), hereinafter referred to as “the landlord”, attended by teleconference. [REDACTED] and [REDACTED] were also present.
3. The respondent, [REDACTED] hereinafter referred to as “the tenant, attended by teleconference. [REDACTED] was also present.

Preliminary Matters

4. The landlord submitted an affidavit with her application stating that she had served the tenant with the notice of hearing personally to the tenant’s daughter who resides with the tenant at the residential premises and who is over the age of 16 on 11 May 2026 (LL#2). The tenant stated that she did not receive the document until 20 May and asked to have the 10-day timeframe allowable to prepare for the hearing. In accordance with the *Residential Tenancies Act, 2018* a person over the age of 16 who resides at the residential premises with the tenant can accept the document, and it shall be deemed served once received. I find that the landlord served the tenant in accordance with the *Act* and as such, this is good service.
5. There is a verbal month-to-month rental agreement which commenced on or about 1 April 2025 between the tenant and the late [REDACTED], which was agreed to by [REDACTED], who had *Power of Attorney* for [REDACTED] at that time (see copy of *Power of Attorney* LL#3). Rent is \$1100.00 per month, due on the 1st day of every month. A security deposit was never paid.

Issues before the Tribunal

6. The landlord is seeking:
 - An order for vacant possession of the rented premises

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*. 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 the tenant contravenes peaceful enjoyment and reasonable privacy.

Issue # 1: Vacant Possession of the Rented Premises

Relevant Submission

8. The landlord submitted a copy of a termination notice that was given on a *Landlord's Notice to Terminate Early – Cause* form (LL#4). The notice was given on 5 May 2026 under Section 21: Notice where premises are uninhabitable and Section 24: Notice where tenant contravenes peaceful enjoyment and reasonable privacy to vacate on 12 May 2026.

Landlord's Position

9. The landlord testified that the tenant and her daughter have been interfering with her rights as a landlord to maintain and manage the property. The landlord testified that there was a flood from the kitchen sink in March 2026 which was caused by the tenant's daughter who left the water from the kitchen sink running, which resulted in a flood in the unit, causing major damage to the kitchen area and the basement bedroom directly underneath the kitchen. The landlord submitted a photograph of the ceiling in the bedroom to support the claim (LL#5). The landlord testified that she was able to bring an *insurance adjuster* into the unit to assess the damages but was denied further access to the unit by the tenant and her daughter to complete the required repairs. The landlord stated that the unit is uninhabitable as well due to animal feces and dirt and she submitted photographs to support her claim (LL#6). The landlord is seeking vacant possession of the unit under Sections 21 and 24 of the *Act*.

Tenant's Position

10. The tenant did not dispute that there was a water leak from the kitchen sink, however she disputed that there was a flood in the unit and she disputed that it caused any damage to the ceiling in the basement bedroom. The tenant also disputed that the leak was caused by her daughter and she laid blame on the landlord, whom she stated had access to the unit. The tenant stated that the landlord, who is her Aunt, together with the remainder of her family wants her to vacate the unit so they can sell the property.

Analysis

11. 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.

12. 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.

13. The termination notice was given on 5 May 2026 under Section 24; *Notice where tenant contravenes peaceful enjoyment and reasonable privacy* to vacate on 12 May 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*. I asked the landlord how the termination notice was served and she responded that it was delivered personally to the residential premises on 5 May. I find that the termination notice is a valid notice from a timeline perspective but has to be further analyzed for validity (see below).

14. I asked the landlord if she was confident that the leak occurred as a result of flowing water from the kitchen tap and she responded that she was as when the tenant's daughter arrived home that day after having an outing with her grandparents, they witnessed the water running over the sink area onto the counter, down the cupboards and onto the kitchen floor causing a flood in the unit. I accept the landlord's testimony, and the exhibit entered into evidence, which showed major water damage to the ceiling in the basement bedroom below the kitchen area. I do not accept the tenant's testimony that the water was not left running in the kitchen sink, nor do I accept the tenant's claim that the landlord turned the water on and left it running. I accept that the water damage happened as the landlord described it, and even if it hadn't, the tenant had an obligation to allow the landlord access to the unit to clean up the water damage as assessed by the insurance adjuster to prevent further damage to the unit.

15. In accordance with Section 10 of the *Act* as stated above, a tenant shall not unreasonably interfere with the rights of a landlord. I find that the tenant contravened the statutory conditions by denying the landlord access to the unit to deal with the aftermath of the flood. I find that the tenant interfered with the landlord's rights to maintain and manage the property, and as such, I find that the termination notice with cause dated 5 May 2026 is a valid notice.

16. As the notice has been deemed valid under Section 24 of the *Act*, the subsequent section listed on the termination notice does not have to be analyzed for the purpose of this decision.

17. I find that the tenant should have vacated the unit on 12 May 2026.

Decision

18. The termination notice with cause dated 5 May 2026 is a valid notice.

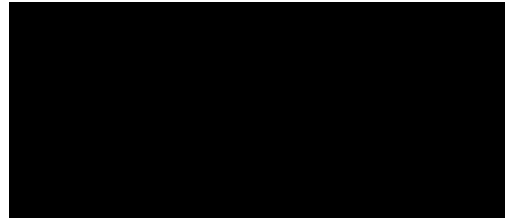
19. The landlord's claim for vacant possession of the rented premises succeeds.

20. The tenant shall vacate the property immediately.

21. 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.

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

May 29, 2026
Date



Pamela Pennell, Adjudicator
Residential Tenancies Office