

Residential Tenancies Tribunal

Application 2026-0355-NL

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 9:08 AM on 12 May 2026 via teleconference.
2. The applicant, [REDACTED], was represented at the hearing by [REDACTED], hereinafter referred to as “the landlord”.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant”, was also in attendance.

Issues before the Tribunal

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 10 and 24 of the *Residential Tenancies Act, 2018*.

Preliminary Matters

7. The landlord called the following witnesses:

• T [REDACTED]
i [REDACTED]

Issue 1: Vacant Possession of Rented Premises

Relevant Submissions

The Landlord's Position

8. The landlord and tenant entered into a monthly rental agreement on 19 August 2025, and a copy of that agreement was submitted with the landlord's application. The agreed rent was set at \$263.00.
9. The landlord stated that over the past several months there have been numerous complaints made to her and her staff about the behaviour of the tenant, and the behaviour of the guests the tenant permits to visit her at the rental complex.
10. The landlord stated that the other residents in the complex have complained about frequent yelling and screaming coming from the tenant's apartment, as well as doors slamming and other loud disturbances in the late hours of the night. The other residents have informed the landlord that these noises are keeping them awake at night.
11. The landlord also testified that there have been several aggressive confrontations between the residents at the complex and the tenant, and confrontations with the tenant's guests. She also stated that the tenant had uttered threats to other residents in the complex. As a result, the landlord stated that the Royal Newfoundland Constabulary (RNC) have been called on at least 10 different occasions between October 2025 and April 2026.
12. She also testified that the tenant and her guests have been engaging in drug use throughout the complex, and the other residents there have discovered needles and other drug paraphernalia in the laundry room, the hallways and the stairwells. She also reported that on 24 October 2025 a television was thrown from the tenant's 3rd floor apartment.
13. In support of these claims, the landlord submitted witness statements from 3 other residents at the complex, as well as a statement from another employee of the landlord. These statements recount the same patterns of behaviour as described by the landlord, and the witnesses state that their quiet and peaceful enjoyment has been severely compromised since the tenant moved into the complex, and they also express fear for their safety.
14. JP, a resident at the complex, gave oral testimony at the hearing. He testified that he can hear loud noises coming from the tenant's apartment late at night, and these noises are disturbing his sleep. He also expressed concerns about violence and possible harm to himself, and he stated that he had to call the RNC on one occasion.
15. As a result of these complaints, the landlord issued the tenant a termination notice on 06 April 2026, and a copy of that notice was submitted with her

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 14 April 2026. The tenant has not moved out of the unit as required, and the landlord is seeking an order for vacant possession of the rented premises.

The Tenants' Position

16. The tenant largely acknowledged that there had been numerous disturbances taking place at the residential complex. She stated: "There's no doubt that there has been incidences with noise" and "there has been interference with the quiet enjoyment ... yes, I acknowledge that."
17. However, although the tenant acknowledged she had been involved in numerous altercations and loud disturbances, she claimed these matters were out of her control and she attributed them to her abusive partner, BA, against whom she is currently seeking a protective order. The tenant stated that BA would oftentimes come to the complex uninvited and intoxicated, and that he was the person causing the issues.
18. With respect to the numerous police visits, the tenant claimed that she was the person who had called the police out of her fear of BA.
19. Regarding the termination notice that had been issued to her, the tenant argued that that notice was not valid as she was not afforded the opportunity to rectify these matters. She reiterated that she was in a domestic abuse situation and that she was trying to turn her life around. She is currently attempting to extract BA from her life and she pointed out that she is making efforts to regain stability in her life so that she may properly care for her young daughter, who has only recently returned to live with her.
20. The tenant expressed concerns that if she was evicted she would not be able to find another suitable place to live with her daughter and may be forced to live in a shelter.

Analysis

21. 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.

22. I found the testimony and evidence of the landlord and her witnesses to be credible and believable. Based on that testimony and evidence, I find that there have been numerous loud disturbances taking place in the tenant's apartment, and that there have been aggressive altercations between the tenant, her guests and other residents in the complex. I also find that there has been ample evidence of drug use taking place in the common areas of the complex and in the tenant's apartment. I also accept the landlord's evidence establishing that the police have had to visit the unit on multiple occasions because of the actions of the tenant and her guests.
23. In addition, I also find that these disturbances and altercations have been significantly interfering with the peaceful enjoyment of the other residents in the complex and that some of these residents are fearful of the tenant and are concerned for their safety. JP directly spoke to that matter, and similar statements were found in the witness statements.
24. For the most part, these findings were not disputed by the tenant, and she acknowledged several times in the hearing that she and her guests were responsible for these disturbances, and she acknowledged that she was responsible for interfering with the quiet enjoyment of other residents at the complex.

25. Even if I do accept the tenant's claim that she is trying to regain control of her life and that she is trying to remove the influence of BA through a protective order, those efforts on her part do not affect the validity of the notice issued to her on 06 April 2026. There is nothing in section 24 of the *Act* which requires the landlord to afford the tenant any time to correct the issues of peaceful enjoyment. All the landlord is required to establish is that, on 06 April 2026, the tenant had failed to live up that statutory obligation. I am satisfied that the landlord has established that there have been frequent and ongoing violations of that obligation and that there has been serious and unreasonable interference with the other residents in the complex.
26. As such, as the notice meets the timeframe requirements set out in this section of the *Act*, I find that notice to be valid.

Decision

27. The landlord's claim for an order for vacant possession succeeds.
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.

21 May 2026

Date


John R. Cook
Residential Tenancies Tribunal