

Residential Tenancies Tribunal

Application 2026-0358-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 13-May-2026 at 11:00 am.
2. The applicant, [REDACTED] hereinafter referred to as the landlord, was represented at the hearing by [REDACTED]. Both attended by teleconference.
3. The respondent, [REDACTED] hereinafter referred to as the tenant, also attended via teleconference.

Preliminary Issues

4. The tenant acknowledged she was properly served.

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 (the *Act*).
6. 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: Vacant Possession

7. To receive an order for vacant possession, a landlord must provide a valid termination notice. For a termination notice to be valid, it must comply with all relevant provisions of the *Act*.
8. The landlord provided a copy of a termination notice (L#3). L#3 is written in the form prescribed by the minister. It contains the name and address of the recipient. It identifies the residential premises it regards. It states it was given under s. 24 of the *Act*. It therefore complies with s. 34.
9. According to the landlord's testimony, she had signed L#3. 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*.
10. L#3 was served on 6-April-2026 and gives a move out date of 12-April-2026. It therefore complies with the timeline requirements of s. 24(1) of the *Act*.
11. The only remaining question is whether the tenant contravened statutory condition 7(a) set out in s. 10(1) of the *Act*. 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.
12. The landlord testified that the tenant violated this condition in three ways: by interfering with other tenants in early January through verbal aggression and damaging property, interfering with an inspection by the City of St. John's by refusing entry despite being given written notice of entry, and by interfering with the repair of her bedroom window by denying entry.
13. The tenant denies the landlord's claims. She denies being verbally aggressive or damaging anyone else's property and says she only 'interfered' with the City inspector by informing them of deficiencies. She agrees that she told the repairperson not to enter the room as she was feeling ill, but notes that she had never received written notice for that entry.

14. The landlord testifies one way and the tenant another. This is what is sometimes called a “he said, she said.” Both accounts are plausible, and neither is contradicted by any external evidence aside from the other person’s account. I have no reason to believe one person’s version of events over the others.
15. The standard in an administrative hearing is a balance of probabilities. In other words, to be successful, an applicant must convince this tribunal that their claim is more likely to be true than not. In this case, they have only established that it is, at best, equally likely.

Decision

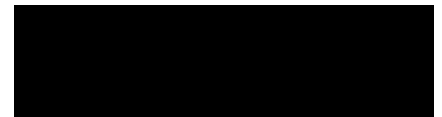
16. The termination notice L#3 is invalid. The landlord’s claim for an order of vacant possession fails.

Summary of Decision

17. The termination notice dated 6-April-2026 is invalid.

25-May-2026

Date



Seren Cahill
Residential Tenancies Office