

Residential Tenancies Tribunal

Application 2026-0436-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:58 p.m. on 30 June 2026.
2. The applicant, [REDACTED] represented by [REDACTED], hereinafter referred to as “the landlord”, attended by teleconference. [REDACTED] Senior Asset Manager for the Applicant, was called into the hearing as a witness.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant”, did not attend.

Preliminary Matters

4. The tenant was not present or represented at the hearing and I was unable to make any attempts to reach him by telephone at the start of the hearing. This Tribunal’s policies concerning notice requirements and hearing attendance have been adopted from the *Rules of the Supreme Court, 1986*. According to Rule 29.05(2)(a) respondents to an application must be served with the claim and notice of hearing 10 clear days prior to the hearing date and, where the respondent fails to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondent’s absence so long as he has been properly served.
5. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing personally at the residential premises on 9 June 2026 (LL#1). In accordance with the *Residential Tenancies Act, 2018* this is good service. As the tenant was properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in his absence.
6. There is a verbal month-to-month rental agreement which commenced on 1 March 2023. Rent is \$725.00 per month due on the first day of each month. A security deposit of \$543.75 was paid to the previous landlord on 1 March 2023 and was transferred to the current owner / landlord on 16 July 2025 and is in the landlord’s possession.

Issues before the Tribunal

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

- Hearing expenses \$20.00

Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
9. 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 tenant contravenes peaceful enjoyment and reasonable privacy. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Policy* - Section 12-1: Recover of costs.

Issue # 1: Vacant Possession of the Rented Premises

Relevant Submission

10. The landlord submitted a copy of a termination notice that was given on a *Landlord's Notice to Terminate Early – Cause* form (LL#2). The notice was given on 15 April 2026 under Section 24: Notice where tenant contravenes peaceful enjoyment and reasonable privacy to vacate on 21 April 2026.

Landlord's Position

11. The landlord's representative testified that the tenant's unit and other units at the premises are at risk due to plumbing issues originating from the tenant's bathroom and she stated that the problem cannot be rectified as the tenant will not cooperate with the landlord and will not allow access to his unit. The landlord's representative testified that staff have made several attempts to access the unit and were unsuccessful, and she stated that the tenant is interfering with their rights as a landlord to maintain the unit. The landlord's representative called a witness into the hearing who corroborated her testimony and provided further details as to what happened each time they made attempts to access the unit.
12. The witness testified that during the Resident Manager's first attempt to access the unit with a plumber, the tenant was violent and pushed both the staff and the plumber across the hallway, and he stated that during the second and third attempts to access the unit, he was there personally and the tenant had the door barricaded so access was not possible

Analysis

13. 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.

14. 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.

15. The termination notice was given on 15 April 2026 under Section 24; Notice where tenant contravenes peaceful enjoyment and reasonable privacy, to vacate on 21 April 2026. The termination date was not less than 5 days after the notice was served, which meets the requirements as set out in the *Act*. I asked the landlord's representative how the termination notice was served and she responded that it was served personally on 15 April. I find that the termination notice is a valid notice from a timeline perspective but has to be further analyzed for validity (see below).

16. I accept the testimony of the landlord's representative and their witness, and in accordance with Section 10 of the *Act* as stated above, I find that the tenant contravened the statutory conditions as set out in the *Act*. A landlord should not feel unsafe to enter their rental unit to conduct necessary maintenance work, and tenants do not have the right to deny access to the unit especially during an emergency whereby the unit is at risk. I find that the termination notice with cause dated 15 April 2026 is a valid notice.

17. I find that the tenant should have vacated the unit on 21 April 2026.

Issue # 2: Hearing expenses \$20.00

Analysis

18. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#3). In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, filing fees can be claimable costs. As the landlord's claim succeeds, I find that the tenant is responsible for the hearing expenses.

Decision

19. The landlord's claim for hearing expenses succeeds in the amount of \$20.00.

Summary of Decision

20. The landlord shall retain \$20.00 from the security deposit to cover hearing expenses.

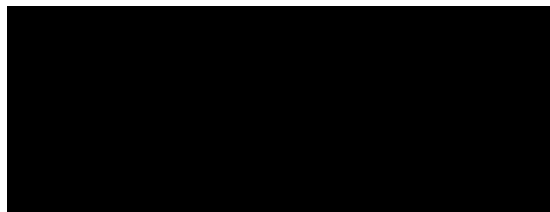
21. The termination notice with cause dated 15 April 2026 is a valid notice.

22. The tenant shall vacate the property immediately.

23. 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.

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

July 2, 2026
Date



Pamela Pennell, Adjudicator
Residential Tenancies Office