

Residential Tenancies Tribunal

Application 2026-0458-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:17 a.m. on 9 June 2026.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, attended by teleconference. [REDACTED] was called into the hearing as a witness for the landlord.
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 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 his application stating that he had served the tenant with the notice of hearing via pre-paid registered mail ([REDACTED]) on 22 May 2026 (LL#1). *Canada Post* tracking indicates that the mail was not retrieved. In accordance with the *Residential Tenancies Act, 2018* registered mail is considered served 5 days after it has been sent. 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 12-month fixed term rental agreement which commenced on 3 September 2025. Rent is \$750.00 per month due on the first day of each month. A security deposit of \$562.50 was paid on 3 September 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

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.

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 17 April 2026 under Section 24: Notice where tenant contravenes peaceful enjoyment and reasonable privacy to vacate on 23 April 2026.

Landlord's Position

11. The landlord testified that the tenant has been difficult to deal with, comes across as scary and intimidating to the other tenants and to him as a landlord. The landlord testified that he has lost 2 of his other tenants in the shared unit due to issues with the respondent; one incident of which involved a knife, and the landlord testified that he is unable to maintain and manage the unit due to his fear of the tenant. The landlord stated that he made attempts on April 9 and April 14 to enter the unit to complete some maintenance work at which time he was confronted by the tenant in a rage whereby he was screaming and swearing. The landlord stated that he was unable to complete the necessary maintenance work in the unit as he was scared for his safety. The landlord added that he has been experiencing a great deal of stress trying to manage the unit and ensure that the other tenants are safe in their home.
12. The landlord called the [REDACTED] into the hearing to corroborate his testimony and the witness testified that the tenant has been aggressive and uncooperative with regards to him and his staff and the landlord, making it difficult to manage the property.

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 17 April 2026 under Section 24; *Notice where tenant contravenes peaceful enjoyment and reasonable privacy* to vacate on 23 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 how the termination notice was served and he responded that it was served personally by him on 17 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 and his 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 his rental unit to conduct random maintenance work. A landlord should not require a bodyguard to have a conversation in person with his tenant, and a landlord should not feel stressed for the safety of other tenants in common spaces. I find that the termination notice with cause dated 17 April 2026 is a valid notice.

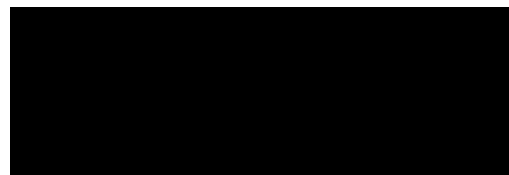
17. I find that the tenant should have vacated the unit on 23 April 2026.

Decision

18. The termination notice with cause dated 17 April 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.

June 12, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office