

Residential Tenancies Tribunal

Application 2026-0469-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:58 p.m. on 14 July 2026.
2. The applicant, [REDACTED] hereinafter referred to as “the landlord”, attended by teleconference.
3. The respondent, [REDACTED] hereinafter referred to as “the tenant, attended by teleconference.
4. [REDACTED] and [REDACTED] were called into the hearing as witnesses for the landlord.

Preliminary Matters

5. The landlord submitted an affidavit with his application stating that he had served the tenant with the notice of hearing personally at the residential premises on 2 July 2026 (LL#1). The tenant confirmed receipt of the document on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
6. There is a written month-to-month rental agreement which commenced on 1 September 2018. Rent is \$610.00 per month due on the first day of each month. A security deposit was never paid.

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 13 February 2026 under Section 24: Notice where tenant contravenes peaceful enjoyment and reasonable privacy to vacate on 28 February 2026.

Landlord's and Tenant's Positions

11. The landlord testified that he has received several complaints from other tenants who reside at the apartment complex regarding loud noises, loud music and banging of doors especially late at night and he stated that the tenant has people coming and going from his unit all hours of the night. The landlord stated that in addition to the noise from the tenant's unit that continuously keep some other tenants awake at night, and which interferes with their peaceful enjoyment, the tenant also stole 2 bicycles from another tenant from the storage area in the basement, which the landlord stated makes the tenant a thief and which also interferes with the peaceful enjoyment of the other tenants as they are now fearful to leave their doors unlocked. The landlord testified that he has brought the problem to the tenant's attention on several occasions, which resulted in the tenant threatening him and trying to intimidate him.
12. The landlord called witness 1 into the hearing who corroborated his testimony that the bikes that were stolen belonged to him and he testified that the tenant has been charged with theft of the bikes as video surveillance from the building placed him at the scene of the crime and he stated that *Police* were involved. The landlord called witness 2 into the hearing who also corroborated his testimony that the tenant has been interfering with his peaceful enjoyment due to loud noises and heavy traffic late at night. Witness 2 stated that he is up in age and all he wants is to be able to live in peace in his own home.
13. The tenant did not dispute that he stole the bikes from the enclosed cage securely located in the basement area of the premises; however, he disputed that he makes any noise late at night or has a high traffic flow coming and going from his unit. The tenant questioned why witness 2 has never brought his concerns to him directly and he stated that no other tenants ever complained to him about such activity.

Analysis

14. 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.

15. 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.

16. The termination notice was given on 13 February 2026 under Section 24: Notice where tenant contravenes peaceful enjoyment and reasonable privacy to vacate on 28 February 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 on 13 February. I find that the termination notice is a valid notice from a timeline perspective but has to be further analyzed for validity (see below).

17. I asked the landlord how many residents complained to him and he responded that 3 residents have been complaining of the noise and I asked the landlord how many times he received complaints from those residents and he responded on average 15-20 times from one resident, 7-8 times from another resident and once from the third resident. I accept the testimony of the landlord and his witnesses that the tenant has been interfering with the peaceful enjoyment of other tenants who reside at the premises. I do not accept the testimony of the tenant that he does not make loud noise at night or that he doesn't have people coming and going at all hours of the night.

18. The tenant did not dispute that he stole from another tenant within the unit and that the *Police* were involved, and I find that theft within the building alone contravenes Section 10 of the *Act* as the tenant unreasonably interfered with the rights and the reasonable privacy of the other tenants. Tenants should not live in fear and be forced to lock their doors all the time because they are fearful of being robbed. Landlords should not feel threatened by tenants when they confront them about breaking the rental rules. For those reasons, I find that the termination notice with cause dated 13 February 2026 is a valid notice.

19. I find that the tenant should have vacated the unit on 28 February 2026.

Decision

20. The termination notice with cause dated 13 February 2026 is a valid notice.

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

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 21, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office