

Residential Tenancies Tribunal

Application 2026-0496-NL

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 10:08 AM on 11 June 2026 via teleconference.
2. The applicant, [REDACTED] hereinafter referred to as “the landlord”, participated in the hearing.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant”, was not 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*, and rule 29 of the *Rules of the Supreme Court, 1986*.

Preliminary Matters

7. The tenant was not present or represented at the hearing, and I was unable to reach him by telephone at the commencement 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 claim and notice of the 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. The landlord

submitted an affidavit with his application stating he had served the tenant with the application, by text-message, on 29 May 2026. 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.

Issue 1: Vacant Possession of Rented Premises

Relevant Submissions

8. The landlord and tenant entered into a monthly rental agreement in December 2024. The agreed rent is currently set at \$850.00. The rental unit is a ground-floor apartment, and the landlord lives in the apartment directly above the tenant.
9. The landlord testified that there have been ongoing disturbances at the tenant's rental unit over the past several months. He complained that just about every night, from about 9:00 or 10:00 PM, until the early hours of the following morning, there are individuals constantly coming and going from the tenant's apartment. He also stated that these individuals often confuse his apartment for the tenants, and they oftentimes knock on his door during these late-night visits, which interrupts his sleep.
10. The landlord claimed that these visits to the tenant's unit are all drug-related, and he has had to call the police on numerous occasions about the drug use and the loud disturbances taking place. In support of his claim that there is illegal drug use taking place at the property, the landlord submitted an affidavit from his realtor, BS. In that affidavit, BS writes that he visited the rental unit on 07 May 2026 to take photographs in furtherance of the landlord's intention to sell the property. He writes that when entered, there was a person passed out on the bed, there was clothing and debris everywhere, and there was a pile of about 100 pills on a table. In BS's opinion, the unit is unsafe and a potential hazard to anyone who enters.
11. The landlord also complained that the tenant has repeatedly threatened the landlord—he stated that the tenant had threatened to burn his truck, and he claimed that when he attempts to talk to the tenant he tells him to “go f*** yourself, or whatever” and slams the door in his face. He also complained that he has lost control of the property, as the tenant has now changed the locks on the door and will not allow him to enter.
12. The landlord stated that the behaviour of the tenant, as well as the late-night disturbances, are interfering with his quiet enjoyment of his home. He testified that he is frequently awoken at night by the tenant's visitors, and he is fearful of them and has difficulty getting back to sleep. He also expressed concern about the fact that there is illegal drug activity taking place at the unit, and he is fearful that this could escalate to violence, e.g., that his unit could get “shot up”. He pointed out that the tenant has a “criminal history for weapons”.

13. As a result of these issues, the landlord issued the tenant a termination notice on 23 May 2026, and a copy of that notice was submitted with his 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 29 May 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.

Analysis

14. 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.

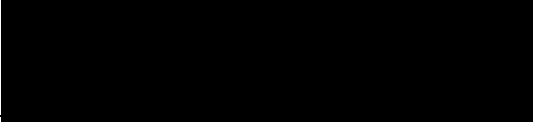
15. I accept the landlord's testimony that there are frequent disturbances taking place at the tenant's unit late at night and into the early hours of the morning. I also accept his claim, and the claim of his affiant, that they have witnessed drug use taking place at the property. These disturbances, coupled with the tenant's threatening and abusive behaviour, is clearly unreasonable, and I accept the landlord's claim that it is interfering with his quiet and peaceful enjoyment of his property. He reports that these disturbances are interrupting his sleep, and I accept his claim that he is fearful that matters may escalate if the tenant does not vacate the property.
16. Accordingly, as the notice meets the timeframe requirements set out in this section of the *Act*, and as it was properly served, I find that notice to be valid.

Decision

17. The landlord's claim for an order for vacant possession succeeds.
18. 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.

16 June 2026

Date



John R. Cook
Residential Tenancies Tribunal