

Residential Tenancies Tribunal

Application 2026-0557-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:56 p.m. on 3 September 2026.
2. The applicant, [REDACTED] hereinafter referred to as “the tenant”, attended by teleconference. [REDACTED] and [REDACTED], representatives of the tenant, were also present.
3. The respondent, [REDACTED] (Managing Director), hereinafter referred to as “the landlord, attended by teleconference. [REDACTED], Property Manager, also attended.

Preliminary Matters

4. The tenant testified that she had served the landlord with the notice of hearing electronically by email on 24 June 2026. The landlord’s representative confirmed receipt of the document on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There is a fixed term rental agreement which commenced on 1 May 2023. Rent is \$1239.00 per month due on the first day of each month. A security deposit of \$500.00 was paid in April 2023 and is in the landlord’s possession.

Issues before the Tribunal

6. The tenant is seeking:
 - Validity of termination notice to be determined.

Legislation and Policy

7. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*. 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: Validity of Termination Notice to be Determined

Relevant Submission

8. The tenant submitted a copy of a termination notice that was given to her by the landlord on a *Landlord's Notice to Terminate Early – Cause* form (LL#1). The notice was given on 4 June 2026 under Section 24: Notice where tenant contravenes peaceful enjoyment and reasonable privacy to vacate on 18 June 2026.

Landlord's and Tenant's Positions

9. The landlord's representative testified that the applicant has been interfering with the peaceful enjoyment of other tenants on the premises, and he stated that the complaints mostly involve the use of abusive language and harassment by the applicant. The landlord's representative also testified that they have received complaints from workers who stated that they also experienced the use of abusive language from the applicant while working at the premises. The landlord's representative testified that the *Police* were called at 10:00 pm one night when the applicant was pounding on another tenant's door.
10. The applicant's representative stated that the tenant had left the hearing as she was upset and was unable to continue. I asked the tenant's representative if she was disputing that the tenant had been interfering with the peaceful enjoyment of other tenants on the premises, and she responded that although she received 2 emails from the landlord regarding the tenant's behavior, she disputed that what was happening was the fault of the tenant and she stated that there was a lot of "he said, she said", with no evidence to support who was causing the problems.

Analysis

11. 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.

12. 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.

13. The termination notice was given on 4 June 2026 under Section 24; Notice where tenant contravenes peaceful enjoyment and reasonable privacy to vacate on 18 June 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 find that the termination notice is a valid notice from a timeline perspective but must be further analyzed for validity (see below).

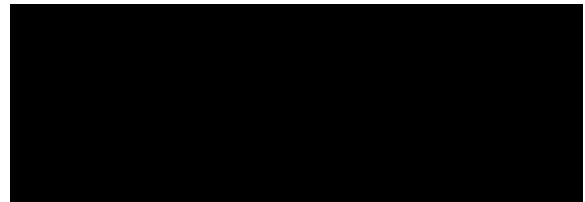
14. I asked the landlord's representative if he had dates and times of incidences, and he responded that he did not. I asked the landlord's representative if he had witness affidavits from the other tenants and/or workers to corroborate his testimony and he responded that he did not. I asked the landlord's representative if he wished to call witnesses into the hearing and I offered extra time so he could make arrangements to do so, and he responded that he did not.
15. In accordance with Section 10 of the *Act* as stated above, I find that landlord failed to support his claims that the applicant unreasonably interfered with the peaceful enjoyment and reasonable privacy of other tenants and/or workers on the premises, and as such I find that the applicant did not contravene the *Act*.

Decision

16. The termination notice with cause dated 4 June 2026 is not a valid notice.

September 10, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office