

Residential Tenancies Tribunal

Application 2026-0634-NL and 2026-0671-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 7-August-2026 at 9:05 am.
2. The applicant of the initial claim, [REDACTED] hereinafter referred to as the landlord, attended by teleconference.
3. The respondent and counterclaimant [REDACTED] also attended by teleconference. The respondent [REDACTED] did not attend. They are hereinafter collectively referred to as the tenants.

Preliminary Issues

4. The hearing was originally scheduled for 28-July-2026. The landlord provided an affidavit and proof of service (L#1) showing he had served the tenants notice of the hearing electronically on 1-July-2026. The second tenant did not attend but the first tenant did. She explained she had suffered a recent family tragedy and asked for a brief adjournment, which was granted. She also provided that she was having trouble with her email so she would only be reachable by telephone. The hearing was called again on 7-August-2026, as above. The second tenant did not attend. I was able to reach the first tenant by telephone, though she protested that she had not received an email with the date of the hearing, in contrast to our records, which show she was also served notice of the rescheduled hearing by registered mail. As the second tenant had been properly served, and as any further delay would unfairly disadvantage the landlord, I proceeded without him.
5. The tenant argued she was not given an opportunity to present evidence, but I reject this claim. She knew the hearing would be going ahead and has been served with respondent documents explaining the rules of evidence used by this tribunal.
6. This was a month-to-month verbal agreement, with rent set at \$1600.00/month due on the 1st of each month and a security deposit of \$1200.00 which was paid on 1-June-2026.

Issues before the Tribunal

7. Should the landlord's claim for an order of vacant possession succeed?

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 (the *Act*).
9. Also considered and referred to in this decision are sections 24 and 34 of the *Act*, as follows:

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.

Requirements for notices

34. A notice under this Act shall

- (a) be in writing in the form prescribed by the minister;
- (b) contain the name and address of the recipient;
- (c) identify the residential premises for which the notice is given; and
- (d) state the section of this Act under which the notice is given.

Issue 1: Vacant Possession

10. To receive an order for vacant possession, a landlord must provide a valid termination notice. To be valid, a notice must comply with all relevant provisions of the *Act*.
11. The landlord provided a copy of a termination notice labeled L#2. L#2 is written in the form prescribed by the minister. It contains the name and address of the recipients. It identifies the residential premises it regards. It states it was given under s. 24 of the *Act*. It therefore complies with s. 34.

12. L#2 is signed by the landlord. It states the date on which the rental agreement is to terminate. It was served on the tenants electronically in accordance with s. 35(2)(f) of the *Act*. It therefore complies with s. 24(2) of the *Act*.
13. L#2 was served on 12-June-2026 and gives a move out date of 18-June-2026. It therefore complies with the timeline requirements of s. 24(1) of the *Act*.
14. The only remaining question is whether the tenant contravened statutory condition 7(a) set out in s. 10(1) of the *Act*. The condition reads as follows:

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.

Landlord's Position

15. The landlord testified that the tenants unreasonably interfered with the rights of his upstairs tenants, who are planning to move out to their loud behaviour. He testified that the police have been present to the unit on multiple occasions, and that the tenants verbally attacked him and his maintenance person when they were on the premises. He also testified that the tenants have not paid rent for the months of July and August.

Tenant's Position

16. The tenant denies interfering with the rights of other tenants or the landlord. She says there were domestic disturbances at the property, as she was the victim of an abusive relationship with the second tenant, but that he has left, and she no longer has contact with him. She says she has a good relationship with the upstairs neighbours and denies harassing anyone.

Analysis

17. Unpaid rent is not relevant to the discussion of whether or not the tenant has interfered unreasonably with the rights of a landlord or other tenants. The existence of s. 19, termination for nonpayment of rent, suggests strongly that nonpayment of rent is not by itself covered under s. 24.
18. This tribunal does not accept police presence, in and of itself, as a reason to terminate a rental agreement. To do so could result in a chilling effect, discouraging tenants from calling emergency services when the circumstances warrant it. Penalizing a tenant for seeking emergency assistance would therefore be inconsistent with the purpose of the *Act*, so it can be inferred that this was not the intention of the legislature.
19. In terms of the tenant's effect on the upstairs neighbours, I must weigh the tenant's firsthand testimony against the landlord's hearsay evidence as I have no sworn statements from the upstairs tenants. This tribunal can and does accept hearsay evidence under s. 35(2)(c) of the *Act* but affords it reduced weight due to its inherent

unreliability. The same goes for the allegations that the tenant interfered with the maintenance man.

20. In terms of the landlord's allegations that the tenants verbally attacked him, the facts are a simple "he said, she said" scenario where I must weigh the testimony of one person against another. Neither party offered any external evidence to support their testimony.
21. The tenant's testimony had some apparent contradictions. Most notably, she both asserted that the other tenant is her abuser and said she wanted him to be present for the hearing. Given the nature of the domestic abuse cycle, in which abusers regularly reconcile with their victims to further abuse them, I cannot find this to be a major inconsistency sufficient to impair the tenant's credibility. Any other inconsistencies were minor and of no consequence.
22. The standard of proof is the balance of probabilities, and the onus is on the landlord. In other words, for the landlord to succeed I must find based on the evidence before me that the landlord's account is more likely to be true than the tenants. For the reasons discussed in paragraphs 17-21, I do not.

Decision

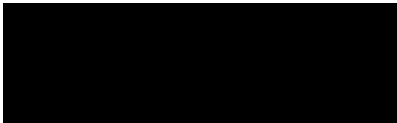
23. The termination notice dated 12-June-2026 is invalid. The landlord's claim for an order of vacant possession fails.

Summary of Decision

24. The landlord's claim for an order of vacant possession fails.

12-August-2026

Date



Seren Cahill
Residential Tenancies Office