

Residential Tenancies Tribunal

Application 2026-0691-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 21-July-2026 at 1:48 pm.
2. The applicant, [REDACTED] hereinafter referred to as the landlord, attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, also attended by teleconference.

Preliminary Issues

4. The tenant acknowledged she was properly served.
5. This was a fixed term rental agreement with rent set at \$1400.00/month and a security deposit of \$700.00 which was paid on 15-February-2026.

Issues before the Tribunal

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

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* (the *Act*).
8. 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

- 9. 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*.
- 10. The landlord provided a copy of a termination notice labeled L#1. L#1 is written in the form prescribed by the minister. It contains the name and address of the recipient. It identifies the residential premises it regards. It states it was given under s. 24 of the *Act*. It therefore complies with s. 34.
- 11. L#1 is signed by the landlord. It states the date on which the rental agreement is to terminate. It was served on the tenant by posting it on their door in accordance with s. 35(2)(c) of the *Act*. It therefore complies with s. 24(2) of the *Act*.
- 12. L#1 was served on 24-June-2026 and gives a move out date of 30-June-2026. It therefore complies with the timeline requirements of s. 24(1) of the *Act*.
- 13. 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

- 14. The landlord testified that the tenant violated the rental agreement by including occupants that were not included in the rental agreement, allowing smoking inside the

premises, committing or allowing a number of possible criminal offences which resulted in the calling of police, leaving the premises in an unclean state, leaving the premises in poor repair, etc. She also testified that she was getting calls everyday from neighbours and the upstairs tenants that the tenant was making excessive noise, and that they had guests who threatened to burn down the premises. She also provided several photo and video exhibits (L#2-L#8). She also said the tenant falsified a rental agreement.

Tenant's Position

15. The tenant acknowledged having some guests and causing some holes in the walls but otherwise denies the landlord's claims. She says the holes were repaired and that one particular pair of guests had become quite loud but had been asked to leave, remedying the issue.

Analysis

16. The *Act* specifies that a notice such as L#1 may be issued where a tenant violates the statutory condition replicated above. Naturally, this means that the violation must occur before the notice is issued. A landlord cannot issue a notice and then hope the tenant violates the condition afterwards; consequence must follow cause. Violations that occur after the notice is issued are therefore irrelevant unless they speak to another issue, such as credibility. Unfortunately for the landlord, most of her testimony and documentary evidence concerned incidents that occurred during the month of July.
17. When asked to specify violations of the condition that occurred prior to the notice being issued, the landlord stated solely that she had received calls every day from neighbours and her tenants renting the upstairs apartment, complaining about foot traffic to and from the tenant's premises as well as excessive noise. The landlord's testimony was that other people told her these things happened. These people were not called as witnesses, nor were any written statements (sworn or otherwise) provided by them. The use of the words of another used as proof of what they said is called hearsay, a notoriously unreliable form of evidence. This tribunal can and does accept such evidence notwithstanding the fact that it may not be admissible in a court of law, but awards it relatively little weight (persuasive value) due to its inherent weaknesses.
18. The landlord did also testify to several other ongoing issues that preceded the notice: Smoking inside the premises, the premises being in poor repair, and the presence of unauthorized occupants. These issues may have constituted violations of the rental agreement. However, there being such a violation of a term of the rental agreement does not necessarily mean that there is also a violation of statutory condition 7(a). Otherwise, there would be no reason for s. 20(2), termination for a breach of a material term of the rental agreement, to exist. Termination under section 20(2) includes different requirements which were not met in this case, such as the landlord first allowing an opportunity for the breach to be corrected.
19. The landlord has only hearsay evidence to support a case that the tenants interfered with the rights of her and other tenants and did so unreasonably. The tenant testified to the effect that there was interference but indicated it was taken care of. The tenant, unlike the landlord, has firsthand knowledge of the events in question. In the

circumstances, I accept the tenant's testimony and find that the landlord has failed to demonstrate unreasonable interference.

Decision

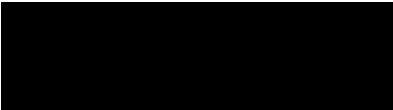
20. The notice dated 24-June-2026 is invalid. The landlord's claim for an order of vacant possession fails.

Summary of Decision

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

30-July-2026

Date



Seren Cahill
Residential Tenancies Office