

Residential Tenancies Tribunal

Application 2026-0696-NL

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 9:11 AM on 03 August 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 her 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 she has been properly served. The landlord submitted an affidavit with his application stating that the tenant was personally served with the application on 21 July 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 her absence.

Issue 1: Vacant Possession of Rented Premises

Relevant Submissions

8. The landlord and tenant entered into a monthly rental agreement in May 2026. The agreed rent is currently set at \$650.00. The landlord stated that the tenant rents a room from him in his home, and that he rents rooms to 3 other tenants, with all the occupants sharing common living areas.
9. The landlord testified that shortly after she moved in, the tenant moved her boyfriend ("BM") into her room, even though she was not authorized to do so, as the room was designated for single occupancy only. The landlord complained that the tenant and her boyfriend are constantly arguing, and they can be heard yelling and making noises into the early hours of the morning. He testified that this has been an ongoing issue, and he stated that the tenant has not heeded his request that BM move out.
10. The landlord also testified that the altercations between the tenant and BM could sometimes be violent, and he stated that the police have been called to the property on several occasions out of concern for the tenant's safety.
11. In addition to the noise that can be heard coming from the tenant's room, the landlord also complained that the tenant has been stealing food from the other tenants residing at the property. He also complained that the tenant has been smoking in her room, even though this is a non-smoking unit. Furthermore, he testified that there is evidence that the tenant had been using drugs at the property, and he claimed to have found a broken crack-pipe in the laundry room.
12. In support of these claims, the landlord submitted affidavits from 2 of the other residents in the property. In those affidavits, they similarly complain of loud noises coming from the tenant's room and they write that their food is sometimes stolen. Both of these resident's state that they no longer feel safe residing at the property.
13. The landlord also submitted into evidence a video which was taken with his doorbell camera. In that video, the tenant and BM are outside of the property and BM is yelling through the window at the landlord. BM can be heard yelling: "Yeah, smile it up. I'll fuckin' open your head up, you open that door for me again." The landlord stated that because of that threat, he again called the police, and BM was arrested, but eventually released.

14. The landlord stated that the presence of the tenant and BM in his home has been a constant aggravation and it is causing him significant stress, so much so that he has resorted to staying at a friend's house for the past several weeks.
15. As a result of these issues, the landlord issued the tenant a termination notice on 24 June 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 30 June 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

16. 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.

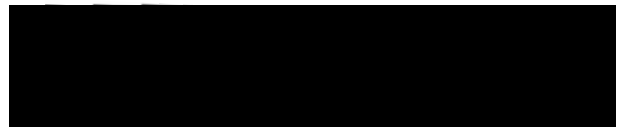
17. I accept the landlord's testimony, and the testimony of his affiants, that there have been frequent loud disturbances at the rental complex caused by the tenant and BM. I also accept his claim that BM had threatened to cause him physical harm, and that the police have been called to the unit on numerous occasions. I also find that the tenant had been smoking in the complex, contrary to the terms of the rental agreement, and that she had been stealing food from the other residents residing at the unit.
18. That sort of behaviour, and the ongoing disturbances and threats, is clearly unreasonable, and I accept the landlord's claim, and the testimony of the other 2 residents residing at the complex, that it has been interfering with their quiet and peaceful enjoyment of the property.
19. 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

20. The landlord's claim for an order for vacant possession succeeds.
21. 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.

10 August 2026

Date



John R. Cook
Residential Tenancies Tribunal