

Residential Tenancies Tribunal

Application 2026-0750-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:59 p.m. on 1 September 2026.
2. The applicant, [REDACTED] hereinafter referred to as “the landlord”, attended by teleconference.
3. The respondent, [REDACTED] hereinafter referred to as “the tenant, did not attend.

Preliminary Matters

4. The tenant was not present or represented at the hearing and I was unable to reach him by telephone at the start 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 the claim and notice of 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.
5. The landlord submitted an affidavit with her application stating that she had served the tenant with the notice of hearing personally at the residential premises on 29 July 2026 (LL#1). In accordance with the *Residential Tenancies Act, 2018* this is good service. 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.
6. There is a verbal month-to-month rental agreement which commenced sometime in the summer of 2018. Rent is \$1200.00 per month due on the first day of each month. A security deposit of \$350.00 was paid sometime prior to the commencement of the tenancy in the summer of 2018.

Issues before the Tribunal

7. The landlord is seeking:
 - An order for vacant possession of the rented premises.

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*. 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: Vacant Possession of the Rented Premises

Relevant Submission

9. The landlord submitted a copy of a termination notice that was given on a *Landlord's Notice to Terminate Early – Cause* form (LL#2). The notice was given on 14 July 2026 under Section 24: Notice where tenant contravenes peaceful enjoyment and reasonable privacy to vacate on 20 July 2026.
10. The termination notice had a second tenant listed and I asked the landlord if she had entered into a residential tenancies' relationship with that second tenant and she responded that she had not and that the second tenant listed on the notice is a sublet and she stated that she does not pay rent to her.

Landlord's Position

11. The landlord testified that there is illegal activity occurring at the residence and she stated that she has received several complaints from the neighbors regarding their peaceful enjoyment and reasonable privacy. The landlord stated that the nature of the complaints ranges from people coming and going from the premises at all hours of the night to the presence of needles around the property. The landlord testified that she has made the *Police* aware of the situation, and she stated that nothing has been done to make the neighborhood a safer place.

Analysis

12. 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.

13. 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.

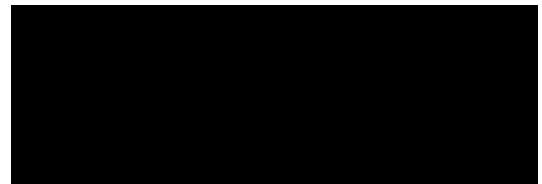
14. The termination notice was given on 14 July 2026 under Section 24; Notice where tenant contravenes peaceful enjoyment and reasonable privacy to vacate on 20 July 2026. The termination date was not less than 5 days after the notice was served, which meets the requirements as set out in the *Act*. I asked the landlord how the termination notice was served and she responded that it was served personally on 14 July. I find that the termination notice is a valid notice from a timeline perspective but must be further analyzed for validity (see below).
15. I asked the landlord if there were any other tenants residing at the residence or if she resided at the residence and she responded that there were not and that she does not. I accept the testimony of the landlord that the tenant has been interfering with the peaceful enjoyment of the neighbors; however, there is no provision in the *Act* to allow this tribunal to remove tenants from their homes due to the interference of peaceful enjoyment of the neighbors.
16. In accordance with Section 10 of the *Act* as stated above, I find that the tenant did not unreasonably interfere with the rights and reasonable privacy of the landlord or other tenants in the residential premises, and as such the tenant did not contravene the *Act*.

Decision

17. The termination notice with cause dated 14 July 2026 is not a valid notice.
18. The landlord's claim for vacant possession of the rented premises does not succeed.

September 3, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office