

Residential Tenancies Tribunal

Application 2026-0784-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:16 a.m. on 4 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 did not try to reach her prior to the hearing as she had indicated through email that she was unable to attend and requested a postponement which was denied. 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 she 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 electronically by email and personally at the residential premises on 12 August 2026 (LL#1). I asked the landlord if she gave the documents personally to the tenant and she responded that she did not, but the person whom she gave the document to was over the age of 16. The landlord submitted proof of electronic service (LL#2). 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 her absence.
6. There is a fixed term rental agreement which commenced on 1 February 2026. Rent is \$1400.00 per month due on the first day of each month. A security deposit of \$700.00 was paid on 14 January 2026 and is in the landlord's possession.

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*.
9. 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

10. The landlord submitted a copy of a termination notice that was given on a *Landlord's Notice to Terminate Early – Cause* form (LL#3). The notice was given on 12 July 2026 under Section 24: Notice where tenant contravenes peaceful enjoyment and reasonable privacy to vacate on 1 August 2026.

Landlord's Position

11. The landlord who resides at the premises in the upstairs unit testified that the tenant continuously interferes with her peaceful enjoyment and reasonable privacy, and she stated that this has been going on since early in the tenancy. The landlord testified that the tenant allowed another person to move into the unit with her, and she stated that they argue a lot which results in loud noises from screaming and banging of doors. The landlord testified that the *Police* have been present at the property on several occasions due to domestic violence, a fire at the unit and for the purpose of conducting wellness checks, and she submitted photographs of Police vehicles in her driveway and Police file numbers to support the claim (LL#4). The landlord testified that people are coming and going at all hours of the night, usually staying for a 10–15-minute period which keeps her awake at night, and she submitted a video to support the claim (LL#5). The landlord testified that there is smoking in the unit which not only contravenes the rental agreement but interferes with her peaceful enjoyment as well as she can smell the smoke in her unit. The landlord stated that all those things interfere with her enjoying her space and she added that she has become fearful residing in her own home, and she stated that she is seeking vacant possession.

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 12 July 2026 under Section 24; Notice where tenant contravenes peaceful enjoyment and reasonable privacy to vacate on 1 August 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 electronically by email on 12 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 how often the *Police* were called to the unit and if she was the person who called them and she responded that the *Police* have been called on 9 occasions, and that she only called twice, the tenants parent called at least once and she stated that she was unsure who made the other calls.

16. Landlords should not be fearful of living in their own home, and they should not have to worry about people coming and going on their property at all hours of the night. Landlords should not have to worry about the constant presence of *Police* at their property or the welfare of their tenant. Landlords should not have to inhale secondhand smoke especially when smoking in the unit is prohibited.

17. Based on the testimony of the landlord and for the reasons listed above, and in accordance with Section 10 of the *Act* as stated above, I find that the tenant has unreasonably interfered with the rights and reasonable privacy of the landlord, and as such I find that the termination notice with cause dated 12 July 2026 is a valid notice.

18. I find that the tenant should have vacated the unit on 1 August 2026.

Decision

19. The termination notice with cause dated 12 July 2026 is a valid notice.

20. The landlord's claim for vacant possession of the rented premises succeeds.

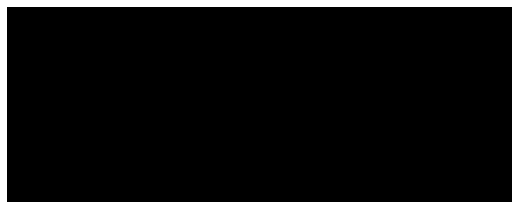
21. The tenant shall vacate the property immediately.

22. 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.

23. The landlord will be awarded an Order of Possession.

September 10, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office