

Residential Tenancies Tribunal

Application 2026-0904-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 10:31 a.m. on 16 September 2026.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, attended by teleconference. [REDACTED] was called into the hearing as a witness for the landlord.
3. The respondent, [REDACTED] hereinafter referred to as “the tenant”, attended by teleconference. [REDACTED] attended as a support person for the tenant.

Preliminary Matters

4. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing personally at [REDACTED] on 4 September 2026 (LL#1). This is not the correct unit number where the tenant resides; however, the tenant confirmed receipt of the document at his unit on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There is a fixed term rental agreement which commenced on 17 April 2026. Rent is \$1150.00 per month due on the first day of each month. A security deposit of \$863.00 was paid on 1 May 2026 and is in the landlord’s possession.

Issues before the Tribunal

6. The landlord is seeking:
 - Vacant possession of the rented premises.
 - Hearing expenses \$20.00.

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*.

8. 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. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Policy Manual* – Section 12-1: Recovery of costs.

Issue # 1: Vacant Possession of Rented Premises

Relevant Submission

9. The landlord submitted a copy of a termination notice that was given to the tenant on a *Landlord's Notice to Terminate Early – Cause form* (LL#2). The notice was given on 10 July 2026 under Section 24: Notice where tenant contravenes peaceful enjoyment and reasonable privacy to vacate on 16 July 2026.

Landlord's and Tenant's Positions

10. The landlord's representative testified that the tenant has been interfering with the peaceful enjoyment and reasonable privacy of other tenants residing at the premises, and she stated that the complaints started almost immediately after the tenant took possession. The landlord's representative called a witness into the hearing to present rationale for issuing the eviction notice, and he testified that the *Resident Manager* has received numerous complaints from other tenants about drug activity on the property, a heavy traffic flow of people to and from the tenant's unit, continuous noise and negative interaction with some of the other tenants. The witness also testified that the *Police* have visited the tenant's unit on a couple of occasions which he stated also makes the other tenants feel uneasy. The witness testified that the tenant smokes marijuana in the unit as he and others have smelled it coming from the tenant's unit.
11. The tenant disputed that he has interfered with the peaceful enjoyment or reasonable privacy of other tenants at the premises. He disputed that he is involved in any drug activity on the premises and he disputed that there are people frequently coming and going to his unit. The tenant also disputed smoking marijuana in the unit. The tenant's support person testified that she has been working with the tenant for 6 months and she stated that she is back and forth continuously and has never seen others frequent the unit or the presence of drugs at the unit, and she stated that the tenant is respectful and keeps his unit clean. The tenant disputed that the *Police* were at his unit, except for 1 time and that was for a wellness check. The tenant's support person challenged the landlord to provide a log of people coming and going from the tenant's unit and *Police* file numbers to show when and why the *Police* were at the premises. She also challenged the landlord to show what drug activity had occurred at the premises. The tenant's support person argued in the tenant's defense that the landlord had insufficient evidence to support their claim.

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 10 July 2026 under Section 24; Notice where tenant contravenes peaceful enjoyment and reasonable privacy to vacate on 16 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 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's witness how many incidents he was referring to, and he responded 7-8 incidents since the commencement of the tenancy. I asked the landlord's witness how many times the *Police* had to visit the tenants' unit and he responded 3 times. I asked both the landlord's representative and the witness if they saw or heard anything themselves and they responded that they had not except for one time when the witness saw a woman in the tenant's unit with him smoking illicit drugs. I asked the landlord's representative if she had witness affidavits from the other tenants to corroborate their testimony and she responded that she did not. I asked the landlord's representative if she wished to call the *Resident Manager* into the hearing to corroborate their testimony and she responded that she did not.

16. I accept the landlord's representative's testimony and the testimony of the witness that the atmosphere at the unit has changed since the tenant took possession, however I agree with the tenant's support person that the landlord failed to prove their case as they could not provide dates and times of incidents or sworn affidavits from other tenants. In accordance with Section 10 of the *Act* as stated above, I find that the evidence presented was not sufficiently reliable, detailed, or corroborated to establish, on a balance of probabilities, that the tenant had unreasonably interfered with the peaceful enjoyment or reasonable privacy of other tenants residing at the premises. For this reason, I find that the tenant did not contravene the *Act*, and as such, the termination notice with cause dated 10 July 2026 is not a valid notice.

Decision

17. The landlord's claim for vacant possession of the rented premises does not succeed.

Issue # 2: Hearing Expenses \$20.00

Analysis

18. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#3). In accordance with Section 12-1 of the

Residential Tenancies Policy Manuel, filing fees can be claimable costs. As the landlord's claim does not succeed, I find that the tenant is not responsible for the hearing expenses.

Decision

19. The landlord's claim for hearing expenses does not succeed.

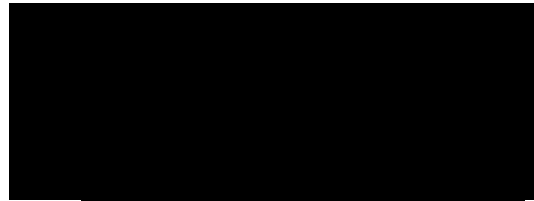
Summary of Decision

20. The landlord's claim for vacant possession of the rented premises does not succeed.

21. The landlord's claim for hearing expenses does not succeed

September 22, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office