

Residential Tenancies Tribunal

Application 2026-0947-NL

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 1:58 PM on 15 September 2026 via teleconference.
2. The applicants, [REDACTED] hereinafter referred to as “the landlords”, participated in the hearing.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as “the tenants”, were not in attendance.

Issues before the Tribunal

4. The landlords are 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, 19, and 24 of the *Residential Tenancies Act, 2018*, rule 29 of the *Rules of the Supreme Court, 1986*, and David Mullin’s Administrative Law, 3rd ed. (Carswell, 1996).

Preliminary Matters

7. The tenants were not present or represented at the hearing, and I was unable to reach them 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 landlords submitted an affidavit with their application stating that the tenants had been served by e-mail on 03 September 2026, and a copy of that e-mail was also included in the file. As the tenants were properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in their absence.

Issue 1: Vacant Possession of Rented Premises

Relevant Submissions

8. The landlords stated that they had entered into a monthly rental agreement with the tenants on 01 July 2026. The agreed rent was set at \$1600.00 per month, and the landlords stated that the tenants had also paid a security deposit of \$1200.00.
9. The rental complex is a 3-unit building. The tenants occupy the 3-bedroom, main floor apartment, the top floor is rented out as a storage unit, and there is an apartment in the basement, below the tenants' unit.
10. The resident of that basement apartment, who wished to remain anonymous, had made numerous complaints to the landlords since August 2026 about the noises and disturbances taking place in the tenants' apartment.
11. That resident informed the landlords that there are constant loud arguments taking place between the tenants, and there is frequent yelling and screaming. She complains that she can also hear the male tenant running and jumping in the apartment, and he is frequently loudly slamming doors. She also told the landlords that there are a lot of visitors to the apartment, and these visitors are coming and going at all hours of the night and into the early mornings. She suspects that the tenants are involved with illegal drugs.
12. That resident also told the landlords that she had to call the police on several occasions, and the landlords stated that they had been provided with 3 police file numbers. The landlords also stated that a neighbour had informed them that they had seen 4 police vehicles at the unit on one occasion.
13. The basement resident informed the landlords that she is fearful for her safety and she is afraid of the tenants. She told them that she is frequently crying and that she is using a depression hotline.
14. Besides the issue with the interference with the peaceful enjoyment of the downstairs occupant, the landlords also complained that the tenants have not been paying their rent. They stated that the tenants had only paid half of the rent for the month of August, and they refused to pay the remaining half, and suggested that the landlords apply the security deposit to the arrears.

15. Because of these issues, on 03 September 2026, the landlords sent the tenants a termination notice, by e-mail, and a copy of that notice and e-mail was submitted with the landlords' application. That notice was issued under 2 sections of the *Residential Tenancies Act, 2018*: section 19 (notice where tenant fails to pay rent) and section 24 (notice where tenant contravenes peaceful enjoyment and reasonable privacy). That notice had an effective termination date of 09 September 2026.
16. The landlords stated that the tenants have not moved out of the unit, as required, and they are seeking an order for vacant possession of the rented premises.

Analysis

17. With respect to the issue of rental arrears, section 19 of the Act states:

Notice where failure to pay rent

19. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b),

...

(b) where the residential premises is

(i) rented from month to month,

(ii) rented for a fixed term, or

(iii) a site for a mobile home, and

the amount of rent payable by a tenant is overdue for 5 days or more, the landlord may give the tenant notice that the rental agreement is terminated and that the tenant is required to vacate the residential premises on a specified date not less than 10 days after the notice is served on the tenant.

(2) Notwithstanding subsection (1), where the tenant pays the full amount of the overdue rent, including a fee under section 15, before the date specified in the notice under paragraph (1)(a) or (b), the rental agreement is not terminated and the tenant is not required to vacate the residential premises

18. I pointed out to the landlords at the hearing that a notice for failure to pay rent must specify a termination date that is 10 days after the notice was issued. As this notice was sent to the tenants on 03 September 2026, the earliest the landlords could have terminated this tenancy on these grounds would have been 14 September 2026. As the notice states that the tenants are to vacate on 09 September 2026, it is invalid on those grounds.
19. With respect to the issue of peaceful enjoyment, 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.

20. A notice under this section of the Act is a 5-day notice, so there are no issues with the timeframe requirements set out here.
21. However, although I accept the landlords' claims that they had been receiving complaints from the occupant of the basement apartment about the behaviour of the tenants, I find that they had not presented enough credible evidence which would lead me to conclude that those complaints are warranted.
22. No witnesses were called at the hearing to give any first-hand testimony about what had been taking place at the complex, and the only evidence submitted by the landlords at the hearing were their statements about what the occupant in the basement unit had told them. That is, the only evidence presented at this

hearing concerning the tenants' behaviour was hearsay evidence. The landlords themselves live in Nova Scotia and did not witness any of this behaviour either.

23. Although this Tribunal is not bound by the rules of evidence found in our courts (cf. s. 46.(2)(c) of the *Residential Tenancies Act, 2018*), it would be unfair and a violation of the principles of natural justice to evict the tenants based on these unfounded complaints alone. As David J. Mullan states in Administrative Law:

§163 Even though it is not bound by the strict rules of evidence, a tribunal may only act upon legally cogent evidence. Although an administrative tribunal may admit hearsay evidence, basing a finding which has serious consequences exclusively on hearsay and opinion evidence may still amount to a denial of natural justice or procedural fairness.

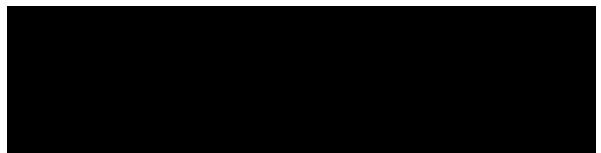
24. For this reason, the notice is therefore invalid on this second ground, as well.

Decision

25. The termination notice issued to the tenants on 03 September 2026 is not a valid notice.
26. The landlords' claim for an order for vacant possession of the rented premises does not succeed.

21 September 2026

Date



John R. Cook
Residential Tenancies Tribunal