

Residential Tenancies Tribunal

Application 2024-0876-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:00 a.m. on 29-October-2024.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant”, attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the landlord”, attended via teleconference.

Preliminary Matters

4. The tenant stated that she had served respondent with the notice of hearing electronically via email on 17-October-2024. The landlord confirmed receiving the notice of the hearing on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service, the hearing proceeded.
5. There is a written fixed term rental agreement which commenced on 1-August-2024 and ending on 1-August-2025. Rent is \$2250.00 per month due on the first of each month. A security deposit of \$1000.00 was collected on 1-August-2024 and is in landlord’s possession.

Issues before the Tribunal

6. The tenant is seeking:
 - The validity of the Termination Notice.

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 24: Notice where tenant contravenes peaceful enjoyment and reasonable privacy.

Issue # 1: Validity of the Termination Notice

Relevant Submissions:

9. The tenant submitted a copy of termination notice under Section 24: Notice where tenant contravenes peaceful enjoyment and reasonable privacy. The notice is signed and dated 3-September-2024, with a termination date of 9-September-2024 (TT#1). The tenant is seeking validity of the termination notice.

Landlord's Position:

10. The landlord testified that he served the tenant with the termination notice electronically via email on 3-September-2024. The landlord testified that the tenant was interfering with peaceful enjoyment of another tenant who lives in the basement apartment. According to the landlord, he conducted the home inspection twice in September and on 6-October and during these inspections he reported hearing a dog running upstairs, despite dogs being prohibited under the rental agreement. The landlord stated that the downstairs tenant had complained about the noise, attributing it to the presence of the dog upstairs.

Tenant's Position:

11. The tenant agreed that she received the termination notice on 3-September-2024, however, she stated that she was unaware of any complaints from the downstairs tenant. She explained that she doesn't own a dog, asserting that only visitors brought dogs into the unit. Additionally, the tenant claimed she had no prior communication from the landlord regarding any concerns or issues about noise or other complaints.

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 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.

13. I accept the landlord's and the tenant's testimony present during the hearing. The landlord requested to call the witness; however, the witness was not able to participate in the hearing. Consequently, the landlord did not have any other evidence to support his claim. There were no additional witnesses or sworn statements provided. While the termination notice meets the requirements according to the time frames, I find that the landlord failed to demonstrate how and when the tenant was interfering with peaceful enjoyment and reasonable privacy of other tenants or with landlord's rights and did not support the claim with sufficient evidence. In accordance with Section 24 of the

Residential Tenancies Act, 2018 as stated above, I find that the termination notice does not meet the requirements of the *Act* and is not a valid notice.

Decision

14. The termination notice is not a valid notice.

October 30, 2024

Date

Oksana Tkachuk, Adjudicator
Residential Tenancies Office