

Residential Tenancies Tribunal

Application: 2024 No. 894NL
Application: 2024 No. 952NL

Decision 24-0894-00

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 11:22 AM on 09 October 2024 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, participated in the hearing. She was represented at the hearing by [REDACTED] (“[REDACTED]”) and [REDACTED] (“[REDACTED]”). The respondent, [REDACTED], hereinafter referred to as “the tenant”, was also in attendance.

Issues before the Tribunal

3. The landlord is seeking an order for vacant possession of the rented premises.
4. The tenant is seeking a determination of the validity of a termination notice issued to him on 08 September 2024.

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 and 24 of the *Residential Tenancies Act, 2018*.

Issue 1: Vacant Possession of Rented Premises

Issue 2: Validity of Notice of Termination

Relevant Submissions

The Landlord's Position

7. The landlord and tenant entered into a verbal rental agreement approximately 5 years ago. The tenant is renting a room in the landlord's home, and they share a common bathroom and kitchen. The monthly rent is set at \$700.00, paid bi-weekly.
8. With her application, the landlord submitted a termination notice which she stated she had personally given the tenant on 08 September 2024. That notice was issued under 3 different sections of the *Residential Tenancies Act, 2018*: s. 20, Notice Where Material Term of Agreement Contravened; s. 21, Notice Where Premises Uninhabitable; and s. 24, Notice Where Tenant Contravenes Peaceful Enjoyment and Reasonable Privacy.
9. The landlord conceded at the hearing that she did not have cause to issue the termination notice under sections 20 or 21. Under questioning, the landlord stated that the tenant had done nothing to make the premises uninhabitable, and he had not violated any codes or regulations concerning health, safety or housing. She also conceded that, besides his failure to pay rent for October 2024, a month after the termination notice was issued, the tenant had committed no breach of their verbal rental agreement. Additionally, she acknowledged that she had not issued the tenant any written notice of a material breach, which is required before a termination notice under section 21 can be issued.
10. This leaves the issue of peaceful enjoyment.
11. The landlord stated that she had given the tenant several verbal termination notices in the months leading up to 08 September 2024, but he has insisted that he will not be moving out, and the landlord claims that this is very distressing to her. She also claimed that she no longer feels comfortable in her home as the tenant is constantly harassing her. According to the landlord, this harassment consists of the tenant asking her for money when he wants to purchase beer. She claimed that he gets upset when he gets drunk and that he then says to her "You got money. Move it around". The landlord stated that she then gives him that money to "keep the peace". The landlord also contended that the tenant had been "pressuring her to sign over the house so that he would have a place to look after the cat".
12. The landlord also claimed that the tenant had been threatening her. She testified that he had told her on one occasion that he would "burn down the house" and on another occasion he had brandished a knife and claimed that he "would not hesitate to use it". The landlord also claimed that the tenant had verbally threatened her daughter, ■■■.
13. ■■■ corroborated the landlord's testimony concerning these threats, and she claimed that on other occasions while she was on calls with the landlord she could hear the tenant "roaring" in the background. ■■■ claimed that the tenant is ruining the landlord's life and that he is causing her "financial grief" and ■■■ stated

that she is concerned the landlord will end up in the hospital because of the stress she is undergoing.

14. Because of these issues, the landlord is seeking an order for vacant possession of the rented premises.

The Tenant's Position

15. The tenant acknowledged that he had received the submitted termination notice on 08 September 2024.
16. The tenant denied that he had made any threats to anyone, and disputed the testimony provided by [REDACTED] and [REDACTED]. He testified that he had never claimed that he was going to burn the house down, and with respect to the incident with the knife, although he acknowledged that he was upset, he claimed that he had merely taken it out of the kitchen drawer as he was preparing a meal.
17. The tenant also claimed that he had not been harassing the landlord. He acknowledged that he does drink beer occasionally and that he sometimes asks the landlord for a loan of money. But he stated that he always pays the landlord back and claimed that he owes her no money. He also claimed that he is not responsible for her financial ruin.
18. The tenant also argued that he is the one who is being harassed by [REDACTED] and [REDACTED], and he recounted an incident where they entered his room, without notice, while he was in his underwear, and took a video of him.
19. However, the tenant did claim that he no longer wanted to live at the rental property and that he will be moving as soon as he finds a suitable alternative. He stated that he needs time to find a new place and he does not want to have to move to a homeless shelter.

Analysis

20. 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.

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.

21. Regarding the claims of harassment, I was not persuaded that the tenant asking the landlord for loans rises to that level, nor was I presented with any evidence at the hearing which would lead me to conclude that the tenant is responsible for any financial difficulties facing the landlord.
22. However, I do accept the landlord's corroborated testimony that the tenant had been making direct and veiled threats against ■■■, ■■■, and ■■■'s partner. That sort of behaviour is clearly unreasonable and antisocial, especially given that the landlord and the tenant have to share common living areas, which typically requires a degree of mutual civility and polite accommodation of other people's needs.
23. I also accept the landlord's claim that she no longer feels comfortable in her own home and it was apparent from the conduct of the parties at the hearing that the relationship between the landlord and the tenant had been deteriorating over the past several months, despite the fact that they had been living under the same roof for 5 years.
24. Accordingly, I am of the view that the tenant had engaged in unreasonable behaviour which has had an impact on the landlord's quiet and peaceful enjoyment of her home. As such, I find that the landlord was in a position on 08

September 2024 to issue a termination notice to the tenant under this section of the *Residential Tenancies Act, 2018*.

25. As the notice meets all the requirements set out here, it is a valid notice.

Decision

26. The landlord's claim for an order for vacant possession of the rented premises succeeds.

27. 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.

21 October 2024

Date


John R. Cook
Residential Tenancies Tribunal