

Residential Tenancies Tribunal

Application 2024-0930-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:59 p.m. on 6-November-2024.
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 was unable to reach her by telephone at the start 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 landlord submitted an affidavit with his application stating that he had served the tenant with the notice of hearing personally at the residential premises on 21-October-2024. In accordance with the *Residential Tenancies Act, 2018* this is good service and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in her absence.
5. There is a verbal month-to-month rental agreement which commenced on or about May 2019. The respondent rents a room in the unit and the landlord resides in the unit as well. Rent is \$600.00 per month, due on the first of each month. A security deposit of \$200.00 was paid in May 2019 and is in the landlord’s possession.

Issues before the Tribunal

6. The landlord is seeking:
 - An order for vacant possession of the rented premises

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*. Also, relevant and considered in this decision is 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

8. The landlord submitted a copy of a termination notice that was given on a *Landlord's Notice to Terminate Early – Cause* form (LL#2). The notice was issued to the tenant on 13-September-2024 under Section 24; *Notice where tenant contravenes peaceful enjoyment and reasonable privacy* to vacate on 19-September-2024.

Landlord's Position

9. The landlord testified that the tenant is conducting illegal business transactions at the premises which involves the sale of drugs and contraband. The landlord testified that the tenant's clients are coming to the unit at all hours of the day and night and often times there are disputes between the tenant and her clients which involve violence. The landlord testified that there was an incident sometime during the last week of August whereby the tenant pulled a firearm on one of her clients which resulted in the *Police* having to be called and as a result, a raid of the house was conducted by the *Police* in search for the weapon in question and the tenant spent 3 days in the lockup. The landlord states that he is elderly and has a disability and when he tells those people that his house is not a drug house and they have to stop dropping by, they just ignore him. The landlord also testified that fights have broken out whereby his property has received damage in the way of broken windows. The landlord stated that the tenant has interfered with his peaceful enjoyment and reasonable privacy, and he is seeking assistance to have the tenant leave his premises.

Analysis

10. Statutory conditions under Section 10(7)(a) of the *Residential Tenancies Act, 2018* states:

Peaceful Enjoyment and Reasonable Privacy

7(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.

11. The termination notice was given on 13-September-2024 under Section 24; *Notice where tenant contravenes peaceful enjoyment and reasonable privacy* to vacate on 19-September-2024. The termination date was given 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 has to be further analyzed for validity (see below).

12. The landlord testified to several incidents which interfered with his peaceful enjoyment, and reasonable privacy, which he states has been going on for a long time. The landlord testified that those incidents consist of violence between the tenant and her clients on the premises which the tenant shares with the landlord. I accept the testimony given under oath by the landlord whereby the tenant pulled a firearm on one of her clients which made the landlord fearful and uneasy in his home.
13. In accordance with Section 10(7) (a) as stated above, I find that the tenant has unreasonably interfered with the rights and reasonable privacy of the landlord who resides within the same residential premises. I find that the termination notice given on 13-September-2024 is a valid notice.
14. I find that the tenant should have vacated the unit on 19-September-2024.

Decision

15. The landlord's claim for vacant possession of the rented premises succeeds.
16. The tenant shall vacate the property immediately.
17. 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.

November 7, 2024

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office