

## Residential Tenancies Tribunal

Application 2024-0963-NL

Oksana Tkachuk  
Adjudicator

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### Introduction

1. Hearing was called at 9:13 a.m. on 24-July-2024.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, attended via 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 him 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 they have been properly served. The landlord submitted an affidavit with his application stating that he had served respondent with the notice of hearing electronically via prepaid registered mail, tracking number [REDACTED] on 7-October-2024 (LL#1). In accordance with the *Residential Tenancies Act, 2018* this is good service. As the tenant was properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in his absence.
5. There is a verbal month-to-month rental agreement which commenced in May-2014. Rent is \$800.00 per month due on the first of each month. A security deposit of \$300.00 was collected on 1-May-2014 and is in 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*.
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: Vacant Possession of the Rented Premises**

#### Relevant Submissions:

9. The landlord submitted a copy of termination notice under Section 24: Notice where tenant contravenes peaceful enjoyment and reasonable privacy. The notice is signed and dated 1-October-2024 and was served by taping to the door of the rental apartment on that day, with a termination date of 13-October-2024 (LL#2).

#### Landlord's Position:

10. The landlord testified that the tenant was interfering with peaceful enjoyment of other tenants and neighbors. The landlord stated that the neighbors constantly expressing their concerns about excessive traffic to and from the unit, suggesting that it appears that the tenant may be engaged in illegal activity, such as drug dealing.
11. The landlord further claimed that the tenant is interfering with his rights as a landlord. He described that when he attempts to communicate with the tenant, there is a clear lack of respect in those interactions.
12. The landlord reported witnessing frequent visitors and multiple cars parked around the property, often accompanied by loud music, which has caused disturbances. The landlord is seeking the tenant's eviction.

## **Analysis**

13. 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.

14. I accept the landlord's testimony as the tenant was not present or represented during the hearing. The landlord requested to call the witness; however, the witness was the neighbor, who lives two houses down from the property. Since the Residential Tenancies Tribunal does not have the authority to address matters involving relationship between the neighbors, the witness was not called in to testify, as his testimony would not be relevant to today's 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.

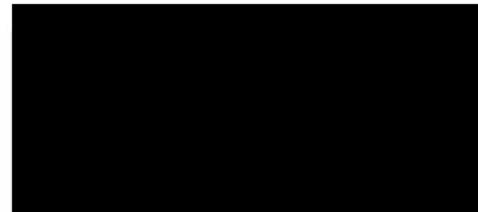
### **Decision**

15. The termination notice is not a valid notice.

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

October 29, 2024

Date



Oksana Tkachuk, Adjudicator  
Residential Tenancies Office