

Residential Tenancies Tribunal

Application 2025-0115-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:59 p.m. on 17-February-2025.
2. The applicant, [REDACTED], hereinafter referred to as "the landlord", attended by teleconference. [REDACTED], authorized representative for the applicant, 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 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 the tenant served with the notice of hearing personally at the residential premises on 5-February-2025 (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 her absence.
5. There is a verbal month to month rental agreement whereby the tenant rents a room from the landlord who resides at the residence which commenced on 29-June-2024. Rent is \$650.00 per month, due on the first day of each month. A security deposit of \$250.00 was paid in June-2024 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 section 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 28-January-2025 under Section 24; *Notice where tenant contravenes peaceful enjoyment and reasonable privacy* to vacate on 3-February-2025.

Landlord's Position

9. The landlord testified that the tenant continuously interferes with his peaceful enjoyment and reasonable privacy, and he stated that he has been under a tremendous amount of stress since the tenant moved in. He submitted a copy of a sworn affidavit outlining some of the events that have taken place within the unit which interfere with his peaceful enjoyment and reasonable privacy (LL#3). The landlord testified that the following events have occurred and continue to occur which prevents him from sleeping at night: (1) The tenant walks around the unit with a knife by her side. (2) The tenant uses illegal drugs on the premises and flushes used needles in the toilet clogging it. (3) The tenant turns the power off from the panel box at least 2-3 times per week. (4) The tenant lays bread directly on the hot burner filling the house with smoke and lights paper on fire in the bathroom sink. (5) The tenant has stolen his car late at night and steals his cell phone and iPad when she can and purposefully broke the screen on his cell phone and (6) The tenant recently flipped over the television and ripped down the shower curtain. The landlord stated that he is seeking to have the tenant removed from the premises as soon as possible as the stress has landed him in hospital.

Analysis

10. 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 specific date not less than 5 days after the notice has been served.

11. The relevant subsections of 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 the 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.

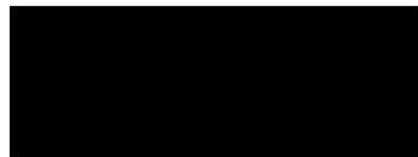
12. The termination notice was given on 28-January-2025 under Section 24; *Notice where tenant contravenes peaceful enjoyment and reasonable privacy* to vacate on 3-February-2025. The termination date was given not less than 5 days after the notice was served which meets the requirements as set out in the *Act*. I asked the landlord how he gave the notice, and he responded that he gave the notice to the tenant personally at the residential premises on 28-January. I find that the termination notice is a valid notice from a timeline perspective but has to be further analyzed for validity (see below).
13. I accept the landlord's sworn affidavit outlining the sequence of events that have been happening within the unit since the tenant moved in and I asked him how often the tenant walks around with a knife and if she ever threatened him with the knife and he responded that she walks around with the knife every night and he stated that she has threatened him. I asked the landlord how often the tenant uses illegal drugs on the premises, and he responded that she uses drugs daily. I asked the landlord how the tenant gets access to his cell phone and iPad and he responded that she just steals it when she wants to, and he added that she tries to control him from exiting the premises by standing in the doorway. The tenant was not present to dispute the claims.
14. I accept the landlord's testimony that he is living in an extremely stressful environment which is caused by the tenant's actions and in accordance with Section 10 of the *Act* as stated above, I find that the tenant has and continues to unreasonably interfere with the rights and the reasonable privacy of the landlord. For those reasons, I find that the termination notice given on 28-January-2025 is a valid notice.
15. I find that the tenant should have vacated the unit on 28-January-2025.

Decision

16. The landlord's claim for vacant possession of the rented premises succeeds.

February 17, 2025

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office