

Residential Tenancies Tribunal

Application 2025-0202-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:15 a.m. on 12-March-2025.
2. The applicant, [REDACTED] represented by [REDACTED] hereinafter referred to as "the landlord", attended the hearing.
3. The respondent, [REDACTED], hereinafter referred to as "the tenant", did not attend.

Preliminary Matters

4. [REDACTED] was removed from the application as a respondent, as the landlord has separate rental relationship with them.
5. The tenant was not present or represented at the hearing and I was unable to reach them at the beginning 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 their application stating that they have served the tenant with the notice of the hearing personally at the residential premises on 28-March-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 landlords, I proceeded with the hearing in their absence.
6. There is a written month-to-month rental agreement which commenced on 15-January-2025. Rent is \$500.00 per month, due on the first of each month. A security deposit of \$372.00 was collected on 15-January-2025 and is in landlord's possession.

Issues before the Tribunal

7. The landlord is seeking:
 - An Order for vacant possession of the rented premises.

Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
9. 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 and Section 34: requirements for notices, and the following section of the *Residential Tenancy Policy Manual*: Section 7-5: Interference with peaceful enjoyment and reasonable privacy.

Issue # 1: Vacant Possession of the Rented Premises

Relevant Submissions

10. The landlords 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 personally at the residential premises on 22-February-2025, under Section 24: *Notice where tenant contravenes peaceful enjoyment and reasonable privacy*, to vacate on 28-February-2025.

Landlord's Position

11. The landlord stated that she resides at the residential premises in one of the rooms and rents the remaining three rooms to three individual tenants under separate agreements. She indicated that the three tenants are close friends. The landlord stated that she filed claims against each of the tenants due to *the interference with peaceful enjoyment and reasonable privacy*. One of these tenants is the respondent in the present matter.
12. The landlord claimed that she has experienced bullying and harassment from all three tenants and described their behavior as aggressive. She further alleged that the tenants caused damage to the basement doors. The landlord also reported that two additional individuals are living at the premises without her consent and that the three tenants permitted these individuals to move in, which she believes interferes with her reasonable privacy and peaceful enjoyment of the premises.
13. She further stated that she has observed between 20 and 30 individuals coming and going from the unit during day and night hours each day since February, which she finds disturbing. She believes that three of the tenants are involved in drug activity, including the respondent, and she believes they are selling drugs and interacting with drug customers at the property. She stated that she issued verbal warnings to the tenants, asking them to stop allowing unauthorized individuals into the unit; however, the situation has not improved.
14. She alleged that the tenants told her they intended to force her out and take over the house. The landlord also stated that three tenants attempted to lock her out of the unit by removing the battery from the electronic door lock. The landlord indicated that, following these events, she no longer feels safe living at the premises.
15. As a result, she has not been living at the premises since serving the termination notice and is now seeking vacant possession of the rental unit.

Analysis

16. Section 24 of the *Residential tenancies Act* 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.

17. Section 34 of the *Residential tenancies Act* states:

Requirements for notices

34. A notice under this Act shall

- (a) be in writing in the form prescribed by the minister;
- (b) contain the name and address of the recipient;
- (c) identify the residential premises for which the notice is given; and
- (d) state the section of this Act under which the notice is given.

18. I accept the landlord's testimony, indicating that the tenant was properly served with a termination notice, as the tenant was not present or represented during the hearing to provide their own testimony. For those reasons I find that the termination notice given on 22-February-2025 under Section 24; *Notice where tenant contravenes peaceful enjoyment and reasonable privacy* to vacate on 28-February-2025, was served according to the Section 34 of the Act as stated above. The termination date was given not less than 5 days after the notice was served and meets the requirements of the Act as stated above. I find that the termination notice is a valid notice from a timeline perspective and technical requirements but must be further analyzed for validity (see below).

19. According to the Section 7-5 of the *Residential Tenancies Policy Manual*, unreasonable disturbances interfering with peaceful enjoyment and reasonable privacy may include but is not limited to the following: excessive noise, aggressive or obnoxious behavior, threats and harassment. I accept the landlord's testimony that she has experienced bullying and harassment and aggressive behavior from three tenants. I accept landlord's account that the tenants attempted to lock her out of the unit and damaged the basement door, and I also accept her testimony regarding the ongoing disturbances caused by a high volume of visitors to the premises during both day and night hours, and that the traffic interfered with the landlord's ability to peacefully reside in the unit.

20. The landlord testified that three tenants, including the tenant in question, acted as a group and were collectively responsible for the behavior that caused her distress. I accept the landlord's testimony that her peaceful enjoyment and reasonable privacy at the residential premises were interfered with by the actions of the tenants. Based on the landlord's testimony, I find that the tenant in question was part of this group and contributed to the interference with the landlord's lawful rights as a co-resident of the property.
21. Given that the tenant's conduct interfered with the rights of the landlord to peaceful enjoyment of the property, I find that the termination notice issued by the landlord on 22-February-2025 is valid.

Decision

22. The landlord's claim for an Order of vacant possession succeeds.

Summary of Decision

23. The tenant shall vacate the premises immediately.

24. The tenant shall pay to the landlords 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.

25. The landlord will be awarded an Order of Possession.

April 14, 2025

Date

Oksana Tkachuk, Adjudicator
Residential Tenancies Office