

Residential Tenancies Tribunal

Application 2025-0204-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:16 a.m. on 17-April-2025.
2. The applicant, [REDACTED], represented by [REDACTED], hereinafter referred to as "the landlord", attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as "the tenant", did not attend.
4. The respondent, [REDACTED] was removed from the landlord's application as a respondent as she is a child.

Preliminary Matters

5. 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 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 he has been properly served. The landlord submitted an affidavit with her application stating that she had served the tenant with the notice of hearing electronically by email to: [REDACTED] on 31-March-2025 (LL#1). The landlord submitted proof of sent email and proof of the email address (LL#2). 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.
6. There is a written month to month rental agreement whereby the tenant rents a room from the landlord who resides at the residence which commenced on 1-September-2024. Rent is \$1200.00 per month, due on the first day of each month. A security deposit of \$372.00 was paid on 1-September-2024 and is in the 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*. Also, relevant and considered in this decision are 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

9. The landlord submitted a copy of a termination notice that was given on a *Landlord's Notice to Terminate Early – Cause* form (LL#3). The notice was issued to the tenant on 24-February-2025 under Section 24; *Notice where tenant contravenes peaceful enjoyment and reasonable privacy* to vacate on 2-March-2025.

Landlord's Position

10. The landlord testified that the tenant has threatened her and locked her out of her unit on 24-February-2025 and removed the batteries and changed the code to the keyless entry to the unit. The landlord testified that the tenant moved other tenants into the unit, which resulted in a *Police* presence at the unit on 17-December-2024 due to drugs and firearms in the unit and a damaged door due to the *Police* forcing entry into the unit. The landlord testified that she has received numerous complaints from other tenants in the unit with regards to their safety. The landlord stated that she is unable to enter the unit, she fears for her unit, and she stated that she is seeking vacant possession as soon as possible.

Analysis

11. 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.

12. 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 –

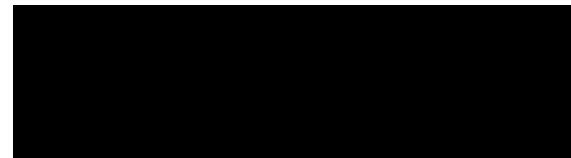
- (a) The tenant shall not unreasonably interfere with the rights and reasonable privacy of a landlord or other tenants in the residential premises, a common area or the property of which they form a part.
13. The termination notice was given on 24-February-2025 under Section 24; *Notice where tenant contravenes peaceful enjoyment and reasonable privacy* to vacate on 2-March-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 find that the termination notice is a valid notice from a timeline perspective but has to be further analyzed for validity (see below).
14. I accept the landlord's testimony that she had to vacate the unit out of fear, and I accept that she is unable to return to her unit which interferes with her rights as a landlord. I also accept that the tenant has moved additional occupants into the unit, and I accept the landlord's testimony that the *Police* had to barge through her exterior door in December 2024 due to a drug and firearm situation.
15. In accordance with Section 10 of the *Act* as stated above, I find that the tenant unreasonably interfered with the rights and reasonable privacy of the landlord and other tenants who reside in the residential premises. For those reasons, I find that the termination notice given on 24-February-2025 is a valid notice.
16. I find that the tenant should have vacated the unit on 2-March-2025.

Decision

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

April 23, 2025

Date


Pamela Pennell, Adjudicator
Residential Tenancies Office