

Residential Tenancies Tribunal

Application 2025-0318-NL & 2025-0334-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:54 p.m. on 8-May-2025.
2. The applicant, [REDACTED] hereinafter referred to as “the tenant”, attended by teleconference. Authorized representative, [REDACTED] was also present.
3. The respondent and counter applicant, [REDACTED] hereinafter referred to as “the landlord”, did not attend. Authorized representatives, [REDACTED] and [REDACTED] attended by teleconference (LL#1).

Preliminary Matters

4. The tenant submitted an affidavit with her application stating that she had served the landlord with the notice of hearing electronically by email to; [REDACTED] on 17-April-2025 (TT#1). The landlord’s representatives confirmed receipt of the document on that date. The landlord submitted an affidavit with his application stating that he had served the tenant with the notice of hearing electronically by email to; [REDACTED] on 17-April-2025 (LL#2). The tenant confirmed receipt of the document on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There is a fixed term rental agreement which commenced on 11-November-2024. Rent is \$725.00 per month, due on the first day of each month. A security deposit of \$375.00 was paid on 11-November-2024.

Issues before the Tribunal

6. The tenant is seeking:
 - Validity of the termination notice
7. The landlord is seeking:
 - 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 10: *Statutory Conditions* and Section 24; *Notice where tenant contravenes peaceful enjoyment and reasonable privacy*.

**Issue # 1: Validity of the Termination Notice
Vacant Possession of the Rented Premises**

Relevant Submission

10. Both the tenant and the landlord submitted a copy of a termination notice that was given to the tenant on a *Landlord's Notice to Terminate Early – Cause* form (LL#3). The notice was signed and delivered to the tenant on 8-April-2025 under Section 24; *Notice where tenant contravenes peaceful enjoyment and reasonable privacy* to vacate on 14-April-2025.
11. In addition to the above submission, the landlord's representatives attempted to enter exhibits into evidence which included emails from other parties not attending the hearing. **Note:** exhibits were not admissible and were disregarded as evidence.
12. I afforded the landlord's representatives the opportunity to call witnesses into the hearing and allowed a short recess so they could contact the potential witnesses, however the representative's attempts failed and as a result the landlord did not have any admissible evidence to present.
13. The tenant was not asked to make any remarks during the hearing as there wasn't any evidence presented, thus nothing to defend.

Analysis

14. 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.

15. 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 –

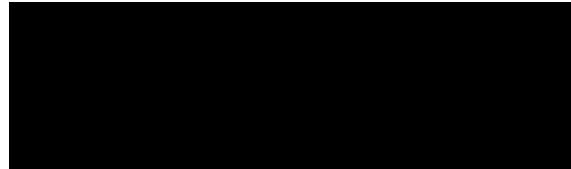
(a) The tenant shall not unreasonably interfere with the rights and reasonable privacy of a landlord or other tenants in the residential premises, a common area or the property of which they form a part.

16. The termination notice was given on 8-April-2025 under Section 24; *Notice where tenant contravenes peaceful enjoyment and reasonable privacy* to vacate on 14-April-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, however without admissible evidence the landlord's representatives failed to show that the tenant contravened statutory condition 7 as outlined in Section 24 of the *Act* as stated above. For that reason, I find that the termination notice is not a valid notice.

Decision

17. The termination notice given on 8-April-2025 is not a valid notice.
18. The landlord's claim for vacant possession of the rented premises does not succeed.

May 12, 2025
Date


Pamela Pennell, Adjudicator
Residential Tenancies Office