

Residential Tenancies Tribunal

Application 2025-0347-NL

Michael Reddy
Adjudicator

Introduction

1. The hearing was called at 9:03 AM on 12 May 2025 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, attended the hearing.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, attended the hearing.

Preliminary Matters

4. The landlord supplied an affidavit (L#1) with his application indicating the tenant was served by registered mail ([REDACTED]) on 25 April 2025. Along with the affidavit, the landlord provided pictorial evidence of this service (L#2). The tenant requested a postponement claiming that he did not get 10-days notice as his mail goes to his father's address and claimed he only received the notice of hearing on 9 May 2025. In accordance with the Residential Tenancies Act, 2018 s.42(6), when a copy of an application is sent by registered mail it shall be considered to have been served on the fifth day after mailing. A check of the Canada Post Tracking Number information (L#3) indicates the package was sent to the respondents address and available for pickup on 1 May 2025. In accordance with the *Residential Tenancies Act, 2018* this is good service. As the tenant had been properly served and the tenant did not make request for postponement in the means identified in *Policy 11-002: Hearings*, of the *Residential Tenancies Program* and any further delay in these proceedings would unfairly disadvantage the landlord, this request was denied and the hearing proceeded.
5. The details of the claim were presented as a verbal monthly rental agreement which commenced on 10 February 2025 with rent set at \$1200.00 due on the 1st of each month. There was a security deposit collected of \$600.00 prior to occupancy which remains in the possession of the landlord.
6. The landlord amended his application during the hearing to remove the claim for rental arrears.

Issues before the Tribunal

7. The landlord is seeking vacant possession of the rental 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* (the *Act*).
9. Also considered and referred to in this decision are sections 24 and 34 of the *Act*, as follows:

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.**

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.**

Issue 1: Vacant Possession of the Rental Premises

Relevant Submission

10. The landlord submitted a copy of a Notice to Terminate Early-Cause under Section 24 of the *Act* (L#4) with a request for the tenant to vacate the rental premises on 14 April 2025. The notice was signed and dated 8 April 2025.

Landlord Position

11. The landlord testified that the tenant moved in on 10 February 2025, 5-days prior to the initial agreed upon date of 15 February 2025. On the date the tenant moving into the rental premises, the landlord's son attended the rental premises to retrieve tools. At this time his son was greeted by a dog in the rental premises who was physically aggressive. The landlord stated the rental agreement does not permit dogs in the rental premises and he and his wife spoke with the tenant the day after he moved in, about a dog not

being permitted. At that time the tenant informed him he obtained the dog from the SPCA, and the tenant informed the landlord he would get rid of the animal. The landlord stated the tenant said this to him three months ago, and on the date of the hearing, the dog remains.

12. The landlord testified that other tenants of the rental premises have contact him on multiple occasions about the issue of the tenant having a dog inside the rental premises barking and howling which was causing the other tenants, some of whom are elders, stress and has impact on their peaceful enjoyment of the rental. The landlord stated that the dog is being left alone during the day and barking and howling continuously for multiple hours at a time.
13. Further, the landlord stated multiple tenants have contacted him about concerns with the dog often being allowed to roam the property and the residential area, and that the dog is aggressive towards people. One of his tenants, a 60-year old woman living downstairs from the tenant reported being aggressively confronted by the dog and is now afraid to leave her apartment or have her grandchildren visit. Another tenant living in the building reported being confronted by the dog and having to run and secure himself in his apartment. This tenant reports being afraid of the dog and has to check to see if the dog is roaming before leaving his apartment and running to his vehicle. Additionally, the landlord testified that another tenant provided notice that she would be vacating her rental unit on 15 May 2025 due to on-going concerns for her safety and the constant noise of the dog in the building.
14. The landlord testified on 8 April 2025 he issued the tenant a Landlord's Notice to Terminate Early- Cause under Section 24 of the *Act*, with a request for the tenant to vacate the rental premises on 14 April 2025 (L#6) and he placed this notice on the door of the rental premises.

Tenant Position

15. The tenant did not dispute he has a dog in the rental premises. He testified he would vacate the rental premises and did not dispute in the rental agreement dogs were not permitted inside the rental premises. The tenant confirmed that his dog is left alone in the apartment "everyday", and that he lets the dog out on its own. However, he does not feel the that his dog is disruptive or has impacted on the other tenants peaceful enjoyment.

Analysis

16. To receive an order for vacant possession, a landlord must have issued a valid termination notice. To be valid, a termination notice must comply with all relevant sections of the *Act*. The landlord provided a copy of a termination notice (L#5) which he testified he served on the tenant. Upon review of L#5, the notice was issued on 8 April 2025 with a termination date of 14 April 2025. The notice issued is in clear compliance with the timeline requirements of Section 24 (1). L#5 is in writing in the form prescribed by the minister. It contains the name and address of the recipient. It identifies the residential premises for which the notice is given and states the Section of the *Act* under which it was given. It therefore complies with S. 34 of the *Act*, reproduced above.

17. The fact that tenant has a dog is a material breach of the rental agreement; however, L#5 was issued under S.24 of the Act – notice where tenant contravenes peaceful enjoyment and reasonable privacy. Therefore, the situation must be analyzed accordingly.
18. The only remaining issue is whether or not the tenant violated statutory condition 7(a) as set out in subsection 10(1) of the Act, which reads as follows:

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.
19. Interference with peaceful enjoyment and reasonable privacy can be defined as ongoing unreasonable disturbance(s) or activities, outside of normal everyday living, caused by a landlord or a tenant or someone permitted on the premises by a landlord or a tenant. I accept the landlord's testimony that the tenant has a dog on the premises which is in violation of the terms of the rental agreement. I accept the landlord's testimony that he has received multiple complaints from other tenants and residents in the area that this animal is physically confrontational and left to roam the rental property, which has the other tenants concerned for their safety. I also accept the landlord's testimony that this has resulted in interference with his ability to conduct business on the property as the situation has resulted in another tenant providing notice to vacate, citing the dog as the primary reason.
20. The tenant had been informed on multiple occasions by both the landlord's wife and the landlord that dogs were not permitted in the rental premises. The tenant did not dispute that he had a dog on the date of the hearing. While he disagrees with the landlords' assertions, he did not dispute that he had been informed that his dog has been disruptive to the other tenants of the building. He also admittedly allowed the dog out of the apartment on its own, and leaves it alone in the apartment during the day. The tenant has not addressed the situation as put forward by the landlord, and evidence has been presented to suggest this dog is impacting on the other tenants peaceful enjoyment of the rental premises.
21. Considering the evidence in its totality, the tenant's actions go beyond the bounds of acceptable behavior and are negatively impacting the other tenants in the building. I am satisfied on a balance of probabilities that the tenant has interfered with the rights of other tenants located in apartment complex, and that this interference was unreasonable.

Decision

22. The landlord's claim for vacant possession succeeds.

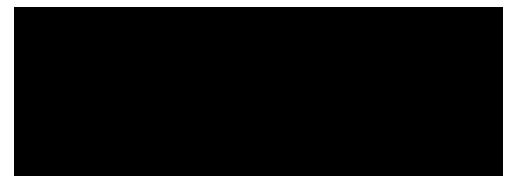
Summary of Decision

23. The landlord is entitled to the following:

- An order for vacant possession of the rental premises; and
- The tenant shall pay to the landlord 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.

4 June 2025

Date



Michael Reddy, Adjudicator
Residential Tenancies Office