

Residential Tenancies Tribunal

Application 2025-0369-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:15 a.m. on 27-May-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, 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 her application stating that she had served the tenant with the notice of hearing via pre-paid registered mail ([REDACTED]) on 7-May-2025 (LL#1). Canada Post tracking shows that the mail was retrieved on 12-May-2025. 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 shares a dwelling with 6 other tenants which commenced on 1-April-2024. Rent is \$600.00 per month due on the first day of each month. A security deposit of \$300.00 was paid on 1-April-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 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: 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 personally on 8-April-2025 under Section 24; *Notice where tenant contravenes peaceful enjoyment and reasonable privacy* to vacate on 15-April-2025.

Landlord's Position

9. The landlord testified that the tenant has been continuously disturbing the peace and interfering with the reasonable privacy of the other 6 tenants who reside at the premises, and she testified that the tenant has also been interfering with her rights as a landlord. The landlord testified that she receives calls from the other tenants on a daily basis complaining about the large volume of people hanging out in the tenant's unit and around the exterior of the premises. The landlord stated that she receives most calls late at night due to loud noises and banging on doors, fights that break out within the tenant's unit and damage being caused to the unit. The landlord testified that when she responds to the calls and attempts to enter the unit, she is told with the use of profanity that she is not permitted to enter and when she engaged the services of an electrician to repair a broken heater in the tenant's unit, the electrician refused to enter the unit due to the presence of white powder and his fear for what the substance could be.
10. The landlord testified that the *Police* have been called to the unit on 8 occasions since 1-January-2025 and she submitted a letter from the *Royal Newfoundland Constabulary* to support the claim (LL#3). The landlord also submitted a sworn affidavit from one of the other tenants to collaborate her testimony (LL#4). The landlord testified that there are damages to the unit caused by the tenant and/or persons she allows in the unit such as 2 broken heaters and a broken window which remains unrepairs as she is scared to enter the unit. The landlord states that she also fears for the safety of the other tenants in the dwelling, and she states 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 8-April-2025 under Section 24; *Notice where tenant contravenes peaceful enjoyment and reasonable privacy* to vacate on 15-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 but has to be further analyzed for validity (see below).

14. In accordance with section 10 of the *Act* as stated above, I accept the landlord's testimony that the tenant is interfering with her rights as a landlord. The landlord is unable to make necessary repairs to the unit such as electrical and the replacement of a window due to intimidation by the tenant and the people she allows in the unit. I accept the sworn affidavit and *Police* letter which collaborates the landlord's testimony that the tenant is also interfering with the peaceful enjoyment and reasonable privacy of the other tenants in the dwelling. For those reasons, I find that the termination notice given on 8-April-2025 is a valid notice.

15. I find that the tenant should have vacated the unit on 15-April-2025.

Decision

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

May 27, 2025

Date

Pamela Pennell, Adjudicator
Residential Tenancies Office