

Residential Tenancies Tribunal

Application 2025-0380-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 1:45 p.m. on 2-June-2025.
2. The applicant, [REDACTED] was speaking on behalf of [REDACTED], hereinafter referred to as “the landlords”, attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant”, and [REDACTED] as a supportive person, attended via teleconference.

Preliminary Matters

4. 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 19-May-2025 (LL#1). The tenant acknowledged receiving a notice of the hearing on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service, I proceeded with the hearing.
5. There is a written month-to-month rental agreement which commenced in the fall of 2021. Rent is \$600.00 per month, due on the first of each month. A security deposit was not collected.
6. The landlords amended their application to reduce rent from \$1275.00 to \$75.00.

Issues before the Tribunal

7. The landlord is seeking:
 - An Order for vacant possession of the rented premises;
 - Rent \$75.00.

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 two copies of termination notices that were given on a *Landlord's Notice to Terminate Early – Cause* forms:

- The notice was issued to the tenant personally at the residential premises on 30-April-2025, under Section 20: *Breach of material term*, to vacate on 31-May-2025 (LL#2);
- The notice was issued to the tenant personally at the residential premises on 1-May-2025, under Section 19: *Due to the failure to pay rent* and under the Section 24: *Notice where tenant contravenes peaceful enjoyment and reasonable privacy*, to vacate on 12-May-2025 (LL#3).

Landlord's Position

11. The landlord testified that they issued multiple termination notices to the tenant and submitted the two most recent notices into evidence.

12. According to the landlord, the notice issued under sections 19 and 24 was based on two grounds. First, the tenant had failed to pay rent, as the rent for April and May remained unpaid as of 1-May, resulting in rent arrears totaling \$900. Second, the landlord relied on section 24 due to the presence of a dog on the residential premises. The landlord explained that the dog was leashed near a shed located on the property. The landlord stated that the shed was not included in the rental agreement and contained his personal belongings. He testified that he required regular access to the shed on a daily basis, but the presence of the dog interfered with his ability to do so. The landlord further stated that he felt unsafe entering the area, describing an incident in May where the dog acted aggressively when prompted by the tenants. As a result, he believed that the presence of the dog interfered with his peaceful enjoyment and reasonable privacy and constituted a violation of the rental agreement. The landlord submitted photographic evidence to support their claim (LL#4).

13. The landlord stated that the tenants have resided in the unit for approximately five years, during which there have been repeated instances where the tenants brought a dog into the unit despite being advised that no pets were permitted. The landlord testified that on multiple occasions, the tenants were directed to remove the dog, and termination notices had been previously issued for the same issue.

14. The landlord emphasized that despite repeated warnings and several previously issued termination notices related to the dog, the tenants continued to keep the dog on the premises, which he found unacceptable. He also stated that prior to issuing the termination notice under section 20, he provided the tenants with written notice to remove the dog and gave them five days to comply.

Tenant's Position

15. The tenant stated that they believe the landlord is simply trying to have them removed from the unit, noting that he has issued multiple termination notices, which has left them confused about when they are actually required to vacate. However, they acknowledged receiving the termination notices in question. The tenant did not dispute that they had a dog on the premises or that the rent was in arrears at the time the most recent termination notice was issued.
16. The tenants explained that the rent arrears resulted from the landlord contacting social services and informing them that the tenants would no longer be staying in the unit as of April. As a result, social services ceased rent payments. The tenant argued that the landlord's actions caused the arrears and therefore believe that the termination notice issued under section 19 is invalid.
17. While disputing the termination notices, the tenant also stated that she had not received the hearing documents and was therefore unaware until the afternoon of the Friday prior to the hearing what exactly the landlord was seeking. She indicated that the only information she received was the case file number and the general notification of the hearing, but no details regarding the landlord's application or supporting evidence.

Analysis

18. The tenant disputed receiving an application for dispute resolution. In response, I asked the landlord whether he had served the tenant with the application and evidence. The landlord confirmed that he had done so, stating that this was his second hearing against the tenant and that he had made every effort to comply with the process by submitting and serving all required documents on time. He emphasized that he was confident he had provided the documents clearly and properly. I find the landlord's statement to be credible and sufficient. Therefore, I proceeded with analyzing the termination notices.
19. According to the Section 7-1 of the *Policy, Termination by More than 1 Notice: If a termination notice is already in place and a second notice is issued by either party whereby the termination date is earlier than that specified in the first notice, then so long as this second notice is valid, the tenant is required to vacate on the date specified in the second notice.* For those reason, termination notice issued on 1-May will be analyzed for the purpose of this decision.
20. As per Section 7-1 of the *Policy, Termination by More than 1 Section of the Act: More than one authority may be cited for issuing a termination notice. If the notice citing more than one authority is contested, the person issuing the notice is only required to prove the validity of one of the applicable sections.* For those reason, Termination under the Section 24 will be analyzed for the purpose of this decision.
21. 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.

22. 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.

23. Based on the testimony of both parties, it is clear that the tenant has had a dog on the premises since the end of December-2024. I accept the landlord's testimony, that the premises are pet-free as per their rental agreement, and the tenants were repeatedly notified by the landlord that the dog must be removed, as it constitutes a breach of a material term of the rental agreement.

24. As outlined in Section 10 of the *Act*, Statutory conditions, *a tenant shall not unreasonably interfere with the rights or reasonable privacy of the landlord*. I accept that the dog was being kept in a location that obstructed the landlord's daily access to his shed, which contains his personal belongings and work-related materials. I accept that the presence of the dog near the landlord's shed, which prevented the landlord from safely accessing it on a daily basis, constitutes an unreasonable interference with the landlord's rights.

25. Given that the tenants did not remove the dog despite multiple warnings, I find that their actions interfered with the landlord's right to reasonably access and use his property.

26. The termination notice meets the requirements outlined in Section 34 of the *Act*. 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 1-May-2025 is valid. The tenant should have vacated the unit by 12-May-2025.

Decision

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

Issue#2: Rent \$75.00

Landlord's Position

28. The landlord is seeking \$75.00 of rent, stating that rent for April and May was late and that although the arrears were later covered by social services, a balance of \$75 of late fees remains outstanding.

Tenant's Position

29. The tenant disputed the landlord's claim and explained that the delay in rent payments occurred because the landlord had contacted social services and requested a disconnection of the rent payments. As a result, social services ceased rent payments. The tenant argued that the landlord's actions caused the arrears. The tenant further stated that once social services were informed that rent was still required, the outstanding rent was paid in full.

Analysis

30. I accept that rent was paid in full by the social services on behalf of the tenant. Upon review, I accept that the landlords and the tenant had a verbal agreement regarding the end of tenancy by the end of March and that, based on this agreement, the landlord contacted the social services to discontinue rent payments. I find that it is tenant's responsibility to notify social services of any changes in tenancy; however, in this case, the landlord acted independently and initiated the disconnection. As the landlord's action directly contributed to the delay of rent payments in April and May after the tenant remained residing in the unit, I find that the tenant is not responsible for the resulting of the late fees.

Decision

31. The landlord's claim for rent does not succeed.

Summary of Decision

32. The landlord's claim for rent does not succeed.

33. The tenant shall vacate the premises immediately.

34. 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.

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

June 9, 2025
Date

Oksana Tkachuk, Adjudicator
Residential Tenancies Office