

Residential Tenancies Tribunal

Application 2025-0394-NL

Michael Reddy
Adjudicator

Introduction

1. The hearing was called at 1:47 PM on 21 May 2025 via teleconference.
2. The applicant, [REDACTED], was represented by [REDACTED], hereinafter referred to as the landlord, attended the hearing.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, attended the hearing. [REDACTED], hereinafter referred to as the tenant's witness, attended the hearing.

Preliminary Matters

4. The landlord supplied an affidavit (L#1) with his application indicating the tenant was personally served on 7 May 2025 at approximately 4:02 PM. The tenant did not dispute this service. In accordance with the *Residential Tenancies Act, 2018*, this is good service.
5. The details of the claim were presented as a written monthly rental agreement (L#2) which commenced on 15 April 2025 with rent set at \$650.00 due on the 1st of each month. There was a security deposit of \$200.00 collected on the tenancy prior to occupancy and is still in the possession of the landlord.

Issues before the Tribunal

6. The landlord is seeking vacant possession of the rental 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* (the *Act*).

8. 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

9. The landlord submitted a copy of a Notice to Terminate Early-Cause under Section 24 of the Act (LL#6) with a request for the tenant to vacate the rental premises on 13 May 2025. The notice was signed and dated 7 May 2025.

Landlord Position

10. The landlord asserts that the tenant is interfering with the peaceful enjoyment of other tenants in the apartment complex. He testified that the tenant moved into the rental premises on 15 April 2025 and since that time he had been contacted on multiple occasions by other tenants in the building about the actions of the tenant and the impacts on others. Along with his application, the landlord supplied a written summary (L#5) of his contacts from other tenants in the rental premises and interactions with the tenant on the following dates:

- 29 April 2025; 1 May 2025; 2 May 2025; and 5 May 2025.

11. Specially, he stated on 29 April 2025, two tenants contacted him by telephone at approximately 7:00 AM on that date, reporting that the tenant was knocking on the doors of other apartments, and the behavior was making them feel unsafe. The landlord stated on that date, he attended the rental premises and found the tenant '*passed out on the stairs*' at the back of the apartment building. He spoke with the tenant who informed he had locked himself outside his apartment. He went with the tenant to his apartment and noticed a strong smell of cannabis in the apartment and '*smoked joints throughout the apartment and on the tenant's mattress*' which is a violation of his rental agreement. Along with his application, the landlord supplied signed written statements from the two tenants (L#3) in support of his testimony.
12. The landlord testified on 1 May 2025 he was informed by other tenants living below the tenant's apartment that there were loud noises and banging on the floor at late hours. One tenant informed him that that at 5:00 AM in the morning she was awoken by a loud banging inside the tenant's apartment, and this was not the first time this had happened. The landlord supplied a signed written statement from the tenant in the apartment below that had been woken at 5:00 AM (L#4).
13. The landlord testified that on 2 May 2025, the apartment building was disrupted by a police presence banging and shouting at the tenant's door trying to access the tenant's apartment to conduct a wellness check.
14. The landlord testified there have been multiple incidents when he attended the rental premises to allow the tenant inside as he locked himself out. On 5 May 2025 between 9:50 PM and 10:14 PM, the landlord stated he had been contacted by other tenants indicating the tenant had been buzzing multiple tenants to let him in the building.

Tenant Position

15. In response to the landlord's testimony, the tenant confirmed that on 29 April 2025 he had locked himself out of the building and he was hopeful another tenant could contact the building manager to let him in.
16. The tenant did not dispute on 1 May 2025 the noise in the early hours of the morning and testified that he fell out of bed. He noted that this was a onetime occurrence.
17. The tenant did not dispute on 5 May 2025, he contacted other tenants buzzers as he locked his keys in his apartments. He stated he had contacted, "at least two" other tenant's midday on that date. He testified that he had locked himself out of his apartment. He attributed his actions as being due to a change of his medication regiment around the dates in question, and stated he has since made arrangements to assure he no longer locks himself out of his apartment.

18. The tenant's witness testified the tenant had been referred to services offered by the health authority following his involvement with a transitive supportive unit and situations when the tenant had locked himself outside of his rental premises. The witness confirmed the tenant would be receiving services by the health authority after a referral had been received from the residential support program and a formal intake assessment was required.

Analysis

19. In order 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#6) which he testified he served on the tenant personally on 7 May 2025. L#6 was signed by the landlord. It states the date on which the rental agreement terminates, 13 May 2025, which is not less than 5 days after the notice was served. It was served to the tenant on 7 May 2025 in accordance with S.35(2)(a). It therefore complies with S.24 of the *Act*.
20. L#6 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.
21. 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.
22. Policy 07-005: Interference with Peaceful Enjoyment and Reasonable Privacy of the Residential Tenancies Program provides insight into what is considered interference. As stated within that policy, "Interference with peaceful enjoyment and reasonable privacy: an ongoing unreasonable disturbance or activity, outside of normal everyday living, caused by the landlord or the tenant or someone permitted on the premises by the landlord or the tenant".
23. I accept the landlord's testimony as outlined above, and that there have been some difficulties with the tenant but would also note the following factors. First, the allegation that the tenant was smoking cannabis in his apartment might constitute a material breach of his rental agreement; however, it was not identified that this had any impact on the peaceful enjoyment and reasonable privacy of other tenants. Therefore, it will not be considered when determining whether the tenant engaged in unreasonable activities. Secondly, the reported

incidents occurred within a one-week period, between 29 April to 5 May 2025, and were primarily limited to a one-time incident where the tenant woke a downstairs tenant in the early hours of the morning, and two dates where the tenant disturbed other residents by buzzing their apartments and knocking on doors attempting to have someone contact the building manager as he had locked himself out. While these disruptions are not disputed, the tenant's testimony demonstrated mitigating circumstances that should also be considered; specifically, health issues and a change-over in medications that he states impacted his behavior at the time and caused him to be very forgetful. He also noted that he taken measures to avoid these problems going forward.

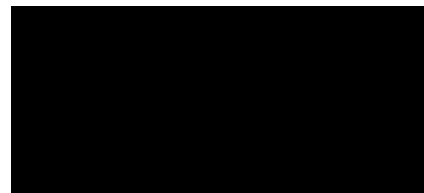
24. Considering the evidence in totality, I find that the landlord's case was weak, and he failed to substantiate the claims against the tenant. This tribunal has an obligation to ensure that the Act is contravened before removing tenants from their homes with little notice. In accordance with Section 10(7) (a) of the Act as stated above, I find that the landlord failed to show that the tenant **unreasonably** interfered with the rights and reasonable privacy of the other tenants who reside within the residential premises.

25. I find that the termination notice given on 7 May 2025 is not a valid notice.

Decision

26. The landlord's claim for vacant possession does not succeed.

12 June 2025
Date



Michael Reddy, Adjudicator
Residential Tenancies Office