

Residential Tenancies Tribunal

Application 2025-0510-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 10-July-2025.
2. The applicant, [REDACTED], hereinafter referred to as the tenant, attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the landlord, also attended via teleconference along with her counsel [REDACTED].
4. [REDACTED] appeared in order to allow the tenant to cross examine him on an affidavit he submitted (LL#1).

Preliminary Matters

5. The landlord acknowledged they were properly served.

Issues before the Tribunal

6. Is the notice of rental increase (T#1) valid?
7. Is the termination notice (T#2) valid?

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 hearing are s.16, s. 24 and s.34 of the *Act*, which read as follows:

Rental increase

16. (1) Notwithstanding another Act, agreement, declaration, waiver or statement to the contrary, a landlord shall not increase the amount of rent payable by a tenant,

(a) where the residential premises is rented from week to week or month to month, more than once in a 12 month period;

(b) where the residential premises is rented for a fixed term, during the term of the rental agreement; or

(c) where a tenant continues to use or occupy the residential premises after a fixed term has expired, more than once in a 12 month period.

(2) Notwithstanding subsection (1), a landlord shall not increase the amount of rent payable by a tenant during the 12 month period immediately following the commencement of the rental agreement.

(3) Where a landlord increases the amount of rent payable by a tenant, the increase shall be effective on the first day of a rental period, and the landlord shall give the tenant written notice of the increase

(a) not less than 8 weeks before the effective date of the increase where the residential premises is rented from week to week; and

(b) not less than 6 months before the effective date of the increase where the residential premises is rented from month to month or for a fixed term.

(4) In addition to the requirements under section 34, a notice under subsection (3) shall

(a) be signed by the landlord;

(b) state the effective date of the increase;

(c) state the amount of the increase;

(d) state the amount of rent payable when the increase becomes effective; and

(e) be served in accordance with section 35.

(5) Where a landlord discontinues a service, privilege, accommodation or benefit or a service, privilege, accommodation or benefit is unavailable for a period of time, and the discontinuance or unavailability results in a reduction of the tenant's use and enjoyment of the residential premises, the value of the discontinued service, privilege, accommodation or benefit is considered to be an increase in the amount of rent payable.

(6) The director may, upon hearing an application under section 42, value a service, privilege, accommodation or benefit discontinued or unavailable for a time under subsection (5).

(7) Notwithstanding subsection (1), where the landlord and tenant agree in writing, a landlord may increase the amount of rent payable by a tenant for the residential premises without notice under subsection (3) where the increase is due to the provision of a service, facility, privilege or benefit, including a parking space, that was not previously provided under the rental agreement.

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: Validity of Rental Increase

- 10. The tenant submits that the landlord's notice to increase rent dated 14-January-2025 (T#1) is invalid as it contains a misspelling of her name, among other reasons.
- 11. T#1 purports to be effective on 3-August-2025. S. 16(3) of the *Act* states that when a landlord increases the amount of rent payable by a tenant, the increase shall be effective on the first day of a rental period. S. 16(4) of the *Act* requires that a notice state the effective date of the increase. The rental term, as stated in uncontested testimony and as supported by the rental agreement (T#3), runs from the 2nd to the 1st of each month. A notice to increase rent can therefore only be effective on the 2nd of a month. T#1 is invalid.

Issue 2: Validity of Termination Notice

Tenant's Position

- 12. The tenant submits that the termination notice for cause dated 7-May-2025 (T#2) is invalid on its face as it bears an improper name and was served improperly. Further, she says she did not interfere with the landlord's right to peaceful enjoyment or reasonable privacy.

Landlord's Position

13. The landlord submits that the notice is valid and was served in a valid manner. They submit that the tenant interfered with their right to peaceful enjoyment.

Analysis

14. In order to be valid, a termination notice must comply with all relevant sections of the *Act*. T#2 is in writing in the form prescribed by the minister, as required by s. 34(a). It gives the tenant's name as [REDACTED]. The tenant submits that this is in contravention of s. 34(b), as her name is spelled [REDACTED]. On cross examination, it was put to her that her name was spelled [REDACTED] on the rental agreement. She was asked if she had notified the landlord of this error and from her answer it was evident that she had never specifically brought the issue to the landlord's attention. A landlord is entitled to rely on the information provided in the rental agreement which was signed by the tenant. A tenant cannot knowingly allow a landlord to continue under a genuine misunderstanding as to their name and then use that misunderstanding as a shield. T#2 complies with s. 34(b).
15. T#2 identifies the premises it regards and states the section of the *Act* it was issued under, as required by s. 34(c) and (d).
16. T#2 was signed by the landlord who provided it. It states the date on which the rental agreement is to terminate, 13-June-2025. The tenant and the landlord disagree as to the issue of the service. The tenant says the notice was posted to her door, while the landlord says the notice was served personally. In either case, it was served in accordance with s. 35, either 35(2)(a) or 35(2)(d). T#2 therefore complies with s. 24(2).
17. The termination date is 13-June-2025, which is not less than five days after it was served on 3-June-2025. It therefore complies with the timeline requirements under s. 24(1).
18. The only remaining question is whether the tenant did in fact contravene with statutory condition 7(a) set out in s.10(1) of the *Act*, as reproduced here:

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. The landlord alleges a number of ways in which the tenant interfered with her right to peaceful enjoyment or reasonable privacy, including by recording her, being verbally aggressive, allowing her dog to become aggressive, and by taking over her guest room.
20. The landlord alleged the tenant has made her uncomfortable by recording their every interaction on the grounds and from the tenant's windows. The tenant is entitled to record happenings on the exterior of the property or from within the premises she is renting. There is no reasonable expectation of privacy in that circumstance, so this is not a violation of statutory condition 7(a).

21. The landlord says that when the tenant first moved in and on a subsequent, non-consecutive day not that long after, she allowed the tenant to temporarily store excess personal possessions in her guest room in the basement. She provided photos showing these possessions occupying a significant amount of space (LL#3). I accept that the presence of these possessions would interfere with the landlord's ability to use the guest room.
22. The tenant testified that the basement was a shared space and she was invited to use it. Testimony at the hearing revealed that the landlord has allowed the tenant access to the basement but has continued to hold the sole key. I do not accept that the basement was intended to be a shared space.
23. The landlord testified that she has asked the tenant to remove the possessions multiple times, but it has never happened. There was no evidence provided that she ever submitted a written notice requiring the tenant to remove her possessions. In the absence of such evidence, the tenant's continued storage constitutes interference with the landlord's rights, but I do not find it to be unreasonable.
24. Finally, the landlord alleges that the tenant is verbally aggressive and abusive and harasses both the landlord and her guests, accompanied by her dog, which the landlord also says sometimes becomes aggressive. Along with her own testimony, the landlord provided affidavits in support of these allegations (LL#1 and LL#2) from two witnesses.
25. The tenant denies that she has been aggressive or abusive and that her dog has acted aggressively.
26. The parties agree that the tenant has many times confronted guests of the landlord whom she believes to be blocking her parking spot. The tenant does not have a vehicle, but this is beside the point. The landlord testified that she had told the tenant she would be given the use of one half of the driveway. It is clear from the testimony of all parties that the tenant takes offence to any vehicles parking in or in the way of that half of the driveway, partially or otherwise. The tenant has been keeping documentation of times this has happened and provided some to this tribunal (T#5, T#6). A regular occurrence is that the tenant will confront any party she believes to be doing this, accompanied by her dog.
27. The tenant testified that her dog has been trained to believe that any vehicle that has been parked there is for her, and that people parking there endanger the animal as it may run out into oncoming traffic. Therefore, she says she is acting out of concern for the animal's safety. I find this testimony suspect. It is not consistent with the tenant's behaviour. Continuing to approach any vehicle parked in this area accompanied by the dog would only reinforce the dog's tendency to run to these vehicles. Further, if this was the tenant's sole concern, she could simply suggest visitors park in her spot when it is not in use. Then if the dog runs up to the vehicle, it would not be on the road. Regardless, the tenant is the one responsible for her animal's behaviour and training.
28. T#8 was submitted by the tenant. It is a screenshot of a conversation between the tenant and the landlord dated 13-February-2024. The tenant sends a message at 2:00 pm telling the landlord to tell their guest to move their vehicle. Within a short time frame, she

sends another identical message. The landlord responds, "We are on zoom right now." The tenant insists the visitor move the vehicle. Then she sends a third identical message.

29. Without making a finding as to whether the tenant was aggressive or abusive, I find based on the evidence of both parties that the tenant has been harassing the landlord and their guests, that this harassment interfered with the right of the landlord to peacefully enjoy the property, and that this interference is unreasonable.
30. T#2 complies with all relevant sections of the *Act* and is therefore valid.

Decision

31. The notice of rental increase (T#1) is invalid.
32. The termination notice (T#2) is valid.

25-July-2025
Date


Seren Cahill
Residential Tenancies Office