

Residential Tenancies Tribunal

Application 2025-0561-NL

Michael Reddy
Adjudicator

Introduction

1. The hearing was called at 9:15 AM on 29 July 2025 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as the tenant, attended the hearing. The applicant was represented by [REDACTED], hereinafter referred to as the tenant's representative, who attended the hearing.
3. The respondent, [REDACTED], hereinafter referred to as the landlord, did not attend and was not represented.

Preliminary Matters

4. The landlord was not present or represented at the hearing and I was unable to reach her by telephone. 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 the 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 he/she has been properly served. The tenant submitted an affidavit with his application stating that the tenant's representative served the landlord with notice of the hearing via electronic mail ([REDACTED]) on 17 July 2025 at approximately 1:24 PM (T#1). In accordance with the *Residential Tenancies Act, 2018* this is good service. As the landlord was properly served, and as any further delay in these proceedings would unfairly disadvantage the tenant, I proceeded with the hearing in her absence.
5. There is a written monthly rental agreement (T#2) which commenced on 1 May 2025. Rent is set at \$1000.00 per month utilities included, due on the 1st of each month. There was a security deposit of \$372.00 collected on a previous rental and retained for the transition into the current rental unit and is still in the possession of the landlord.

Issues before the Tribunal

6. The tenant is seeking validity of the termination notice.

Legislation and Policy

7. The jurisdiction of the Director of Residential Tenancies is outlined in Sections 46 and 47 of the *Residential Tenancies Act* (the *Act*), 2018.
8. Also, relevant and considered in this decision is Section 24 of the *Act* and section of the Residential Tenancies Policy: 07-005, *Interference with Peaceful Enjoyment and Reasonable Privacy*.

Issue 1: Vacant Possession of the Rental Premises

Relevant Submission:

9. The tenant submitted a copy of a termination notice given under Section 24: Notice where tenant contravenes peaceful enjoyment and reasonable privacy. The notice is signed and dated for 16 June 2025, with a termination date of 30 June 2025 (T#3)

Tenants Position:

10. The tenant testified the landlord was making accusations he was having visitors to the rental premises which he disputed and denied that his friends had stayed overnight in the basement apartment. He also stated that he never received a written termination notice from his landlord.
11. The tenant's representative clarified that she was the tenant's social worker and housing support worker and the landlord often communicated with her. She testified that the landlord sent her the termination notice for the tenant electronically. Later that day (17 June 2025), she received a call from the tenant who advised he had a call from the landlord who said his rental agreement was being terminated but he said he had not received anything in writing. The tenant's representative spoke with the landlord on the telephone in relation to the tenant at which time the landlord claimed she had video evidence of the tenant to support the reasoning behind the termination notice being issued. She stated she never received this as evidence from the landlord for this hearing. The tenant's witness stated since she started professionally meeting with the client, she was not aware of situations when friends would stay overnight at the rental premises.

Analysis

12. In review of T#3, the document is signed 16 June 2025 with a request for the tenant to vacate by 30 June 2025 under Section 24 of the *Act*. The tenant's representative testified she issued this termination notice to the tenant on 17 June 2025. The tenant denied ever receiving a termination notice from the landlord.
13. Section 24 of the *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.

14. Policy 07-005 of the Residential Tenancies Program identifies “interference with peaceful enjoyment and reasonable privacy as an ongoing unreasonable disturbance or activity, outside of normal everyday living, caused by the landlord or tenant or someone permitted on the premises by the landlord or tenant. This includes any unreasonable disturbance that interferes with right of landlord to maintain and manage the rental property”.

15. The rental agreement supplied by the tenant (T#2) under part 11 of that piece of evidence does indicate, “no strangers or friends overnight”. That said, the tenant and tenant’s witness disputes he has individuals staying overnight at his rental premises. During the hearing there was mention that the landlord held evidence to support the termination notice issued; however, the landlord was not in attendance and this was not provided.

16. Policy 07-005 specifies the person who serves the termination notice under Section 24 of the Act *“may be required to produce a copy of the notice as well as evidence of why the notice was served”*. In this situation, I was not supplied any insight as to why the termination notice was issued to the tenant on 17 June 2025 only that offered on T#3 which indicates the tenant was said to, “continue bring strangers to the apartments”. I was not supplied any insight as to if it was overnight, how often, for how long, if these situations were impacting the other tenants of the rental, etc. I accept the testimonies of the tenant and tenant’s representative. I do not have any evidence to confirm that the tenant was having a negative impact on the landlord or other tenants of the rental premises.

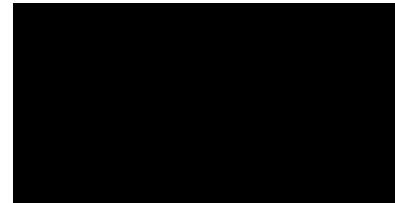
Decision

17. The termination notice issued by the landlord is therefore not a valid notice.

Summary of Decision

18. The termination notice signed 16 June 2025 with a request for the tenant to vacate by 30 June 2025 is not a valid notice.

5 September 2025



Date

Michael Reddy, Adjudicator
Residential Tenancies Office