

Residential Tenancies Tribunal

Application 2023-0419-NL

Decision 23-0419-00

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 11:09 a.m. on 25-May-2023.
2. The applicant, [REDACTED], represented by [REDACTED], hereinafter referred to as "the landlord", participated in the hearing. The respondent, [REDACTED] [REDACTED] hereinafter referred to as "the tenant", participated in the hearing. The hearing was held via teleconference.

Preliminary Matters

3. The landlord amended the application to change the company name from [REDACTED] [REDACTED] as listed on the application to [REDACTED].
4. The rental unit is an apartment building whereby the tenant resides on the second floor. There is a verbal month to month rental agreement that commenced on 1-February-2022. Rent is \$975.00 per month and is due on the first of the month. A security deposit of \$600.00 was paid on 1-February-2022 and is in the possession of the landlord.
5. The landlord submitted proof that she served the tenant with the notice of hearing on 10-May-2023 via registered prepaid mail ([REDACTED]) (LL#1). The tenant confirmed receiving the document. This is good service.

Issues before the Tribunal

6. The landlord is seeking:
 - Vacant possession of 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*.

8. 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 1: Vacant Possession of the Rental Premises

Relevant Submissions

9. The landlord submitted a copy of a termination notice issued to the tenant on a *Landlord's Notice to Terminate Early – Cause* form (LL#2). It was dated for 28-March-2023 under section 24; Notice where tenant contravenes peaceful enjoyment and reasonable privacy to vacate the premises by 3-April-2023.

Landlord's Position

10. The landlord states that she has received several complaints from other tenants in the apartment building regarding interference with their peaceful enjoyment and privacy due to yelling and loud noises coming from the tenants unit. The company that the tenant brings on to the premises causes trouble and was the subject of a Police Chase which resulted in a truck landing over a bank on the premises and the driver of the truck hiding from Police within the building. The tenant has a dog in her unit which the other tenants refer to as very scary and threatening.
11. The landlord testified that on 28-March-2023 at approximately 5:00am Police had to be called due to the sounds of yelling and throwing stuff coming from inside the unit.
12. The landlord testified that on 28-March-2023 there was a man sleeping in the hallway of the building and she is confident that this person is the boyfriend of the tenant.
13. The landlord testified that on 1-May-2023 Police were chasing a red truck that ended up landing down over a bank on the premises and the driver of the truck fled entering the building where he hid from the Police. The landlord states that she is confident that this person is the boyfriend of the tenant.
14. The landlord testified that the tenant has a dog in her unit and she is not permitted to have a dog. On 11-May-2023 or there about, the landlord sent a letter to the tenant advising that the dog has to leave the premises, not only because it breaks that rules but because the dog is very threatening to the other tenants.

Tenant's Position

15. The tenant did not dispute any of the landlord's claims and testified that the person causing all the trouble is her boyfriend and that he has left the premises to go to [REDACTED] and that he will not be around anymore.
16. The tenant admits to having a threatening dog in the unit, she states that the dog belongs to her boyfriend and he left the dog with her when he moved to [REDACTED]. She states that she plans to call the SPCA to see if they can take the dog.
17. The tenant apologized for all the trouble that she has caused and states that it is all over now and the other tenants will not be bothered any longer.

Analysis

18. The relevant subsections of section 10 of the *Residential Tenancies Act, 2018* state:

- i. **Statutory conditions**
- ii.
- iii. **10. (1) Notwithstanding an agreement, declaration, waiver or statement to the contrary, where the relationship of 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.*

19. The notice was served under Section 24, of the *Residential Tenancies Act, 2018*, which states:

24. 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.*

20. The tenant was given a termination notice on 28-March-2023 to vacate the premises on 3-April-2023. This meets the timeline of “not less than 5 days after the notice has been served” as set out in section 24 of the Act. The termination notice meets the requirements of the Act and is a valid notice.

21. I accept the landlord’s testimony that all the events listed above interfere with the peaceful enjoyment and reasonable privacy of the landlord and other tenants within the apartment building. The tenant did not dispute any testimony from the landlord but rather confirmed that all testimony was indeed factual. I find that the tenant did not meet her obligations as set out in the Act under sections 10 and 24.

Decision

22. I find that the termination notice with cause issued on 28-March-2023 under section 24 of the Act is a valid notice.

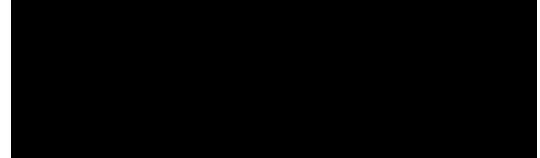
23. I find that the tenant should have vacated the premises by 3-April-2023.

Summary of Decision:

24. The termination notice issued on 28-March-2023 under section 24 of the Act is a valid notice.
25. The tenant shall vacate the premises immediately.
26. The tenant shall pay to the landlord 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.
27. The landlord will be awarded an Order of Possession.

June 2, 2023

Date


Pamela Pennell, Adjudicator
Residential Tenancies Office