

Residential Tenancies Tribunal

Application 2024-0232-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 11:15 a.m. on 2-August-2024.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” did not attend.
4. The landlord called [REDACTED] as the witness into the hearing.

Preliminary Matters

1. The tenant was not present or represented at the hearing. I was unable to reach him by telephone at the start of the hearing. 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 has been properly served. The landlord submitted affidavit with her application stating that she had served the tenant with the notice of hearing via prepaid registered mail tracking number # [REDACTED] on 2-July-2024 (LL#1). In accordance with the *Residential Tenancies Act, 2018* this is good service. As the tenant was properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in his absence.
2. There is a verbal month-to-month rental agreement which commenced in 2019. Rent is \$750.00 per month due on the first of each month. A security deposit of \$500.00 was collected in 2019 and is in landlord’s possession.

Issues before the Tribunal

3. The landlord is seeking:
 - An Order for Vacant Possession of the rented premises.

Legislation and Policy

4. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
5. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 24: Notice where tenant contravenes peaceful enjoyment and reasonable privacy.

Issue # 1: Vacant Possession of the Rented Premises

Relevant Submissions:

6. The landlord submitted a copy of termination notice under Section 24: Notice where tenant contravenes peaceful enjoyment and reasonable privacy. The notice is signed and dated 13-February-2024 and was served personally on that day, with a termination date of 19-February-2024 (LL#2).

Landlord's Position:

7. The landlord testified that the tenant was interfering with peaceful enjoyment of another tenant who lives there in a rental unit. Furthermore, the landlord stated that other tenant communicated his concerns that on several occasions the tenant behaved inappropriately. The landlord called a witness to support her claim. The landlord is seeking the tenant's eviction.

Witness statement:

8. The witness stated that he has lived in the current unit for 1.5 years and during this time he has experienced ongoing issues with the tenant living downstairs. The witness testified that the tenant regularly hosts loud parties from midnight till the morning, causing substantial disturbance. The witness reported that the tenant frequently intimidates and harasses him, including asking him not to complain, yelling from the window and stealing his packages. Additionally, the witness stated that he has called RNC and police numerous times to report domestic violence occurring in the tenant's unit. The witness submitted a letter with the dates and details to provide more information about incidents involving the tenant, to show how these issues have interfered with the witness's peaceful enjoyment and reasonable privacy. The tenant's actions have significantly disturbed the witness's peaceful enjoyment of his home.

Analysis

9. Section 24 of the *Residential Tenancies Act, 2018* 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*

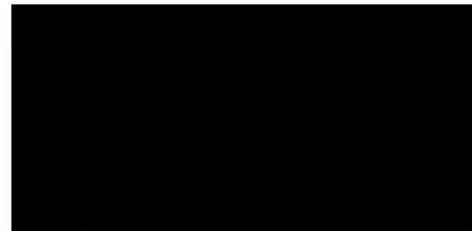
(c) *be served in accordance with section 35.*

10. I accept the witness's testimony that the tenant's behavior has been an ongoing and serious issue, impacting the witness's safety and well-being. Based on the evidence and testimony provided by the witness regarding the frequent ongoing disturbance, I find that the landlord has demonstrated that the tenant's behavior has interfered with peaceful enjoyment and reasonable privacy of another tenant. I find that the witness's testimony provides sufficient evidence to support the landlord's claim. In accordance with Section 24 of the *Residential Tenancies Act, 2018* as stated above, I find that the termination notice meets the requirements of the *Act* and is a valid notice. The tenant should have vacated the rental unit by 19-February-2024.

Decision

11. The termination notice is a valid notice.
12. The landlord's claim for an order for vacant possession of the rented premises succeed.
13. The tenant shall vacate the rental premises immediately.
14. 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.

August 9, 2024
Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office