

Residential Tenancies Tribunal

Application 2024-0591-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 1:49 p.m. on 11-July-2024.
2. The applicant, [REDACTED], was not present at the hearing, however she was represented by [REDACTED], who attended via teleconference, hereinafter referred to as "the landlord". An authorized representative form was submitted (LL#1).
3. The respondent, [REDACTED], hereinafter referred to as "the tenant" attended via teleconference.

Preliminary Matters

4. The landlord's representative stated that they had served the tenant with the notice of the hearing electronically, on 28-June-2024. The tenant agreed receiving the notice of the hearing on that date. In accordance with the *Residential Tenancies Act, 2018* we proceed with the hearing.
5. There was a written fixed term rental agreement which commenced on 1-June-2022 and is currently a month-to-month rental agreement. Rent is \$1050.00 per month due on the first of each month. A security deposit of \$562.50 was collected on 13-May-2022 and is in landlord's possession.
6. The landlord's representative amended the application to omit claims for vacant possession under section 19, rent to be paid and late fees, seeking only vacant possession under section 24 of the *Act*.

Issues before the Tribunal

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

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*.
9. Also, relevant and considered in this decision are the following sections 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:

10. The landlord's representative submitted a copy of termination notice under Section 24: Notice where tenant contravenes peaceful enjoyment and reasonable privacy. The notice is signed and dated 28-June-2024 and was served electronically on that day, with a termination date of 9-July-2024 (LL#2).

Landlord's Position:

11. The landlord's representative testified that the tenant was interfering with peaceful enjoyment of other tenants who live there in a three-apartment house. Furthermore, the landlord's representative stated that other tenants communicated their concerns to the landlord that on several occasions the tenant behaved inappropriately, causing other tenants to feel upset and unsafe. Consequently, the landlord's representative stated that the landlord is seeking the tenant's eviction to ensure that the other tenants can live peacefully.

Tenant's Position:

12. The tenant agreed that he received the termination notice on 28-June-2024, however he disputed that he caused any disturbance to other tenants.

Analysis

13. 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.

14. The landlord's representative requested to call the witness; however, the witness never answered the phone. Consequently, the landlord did not have any other evidence to

support their claim. There were no additional witnesses or sworn statements provided. While the termination notice meets the requirements according to the time frames, I find that the landlord failed to demonstrate how and when the tenant was interfering with peaceful enjoyment and reasonable privacy of other tenants and did not support their claim with sufficient evidence. In accordance with Section 24 of the *Residential Tenancies Act, 2018* as stated above, I find that the termination notice does not meet the requirements of the *Act* and is a not a valid notice.

Decision

15. The termination notice is not a valid notice.
16. The landlord's claim for an order for vacant possession of the rented premises does not succeed.

July 18, 2024
Date


Oksana Tkachuk, Adjudicator
Residential Tenancies Office