

Residential Tenancies Tribunal

Application 2024-0641-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:03 a.m. on 22-August-2024.
2. The applicant, [REDACTED] represented by [REDACTED], hereinafter referred to as "the landlord", attended by teleconference. Also present was [REDACTED].
3. The respondent, [REDACTED], hereinafter referred to as "the tenant", attended by teleconference. Also present was [REDACTED].
4. [REDACTED], witness for the applicant was called into the hearing.

Preliminary Matters

5. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing personally at the residential premises on 8-August-2004 (LL#1). The respondent confirmed that she received the document at the landlord's Office on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
6. There is a written month to month rental agreement which commenced on 1-December-2023. The property is a duplex unit with shared space outside. Rent is \$263.00 per month, due on the first of each month. A security deposit was never paid.

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*. 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 Rented Premises

Relevant Submissions

9. The landlord submitted a copy of a termination notice that was given on a *Landlord's Notice to Terminate Early – Cause* form (LL#2). The notice was issued to the tenant on 28-June-2024 under Section 24; *Notice where tenant contravenes peaceful enjoyment and reasonable privacy* to vacate on 4-July-2024. The notice was left on the tenant's door and the tenant confirmed receipt of the document.

Landlord's Position

10. The landlord's representative testified that the tenant has interfered with the peaceful enjoyment and reasonable privacy of the other tenant residing in the duplex. The landlord's representative stated that she has received several complaints from the other tenant regarding numerous people coming and going on the property and several incidents of loud noises caused by banging and screaming. The landlord submitted a witness statement from the other tenant in the duplex to support the claim (LL#3).

Tenant's Position

11. The tenant disputed some of the incidents claimed by the landlord however she did not dispute that there have been incidents occurring within her unit involving her abusive ex-boyfriend which has resulted in disturbances to the other tenant in the duplex. The tenant stated that she understands that things have been scary for the other tenant over the past few months, however she stated that everything that has happened was out of her control and stated that she has been a victim.

Analysis

12. 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.

13. Statutory conditions under Section 10(7)(a) of the *Residential Tenancies Act, 2018* states:

Peaceful Enjoyment and Reasonable Privacy

7(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.

14. The termination notice was given on 28-June-2024 under Section 24; *Notice where tenant contravenes peaceful enjoyment and reasonable privacy* to vacate on 4-July-2024. The termination date was given not less than 5 days after the notice was served which meets the requirements as set out in the Act. I find that the termination notice is a valid notice from a timeline perspective but must be further analyzed for validity (see below).

15. The landlord submitted a witness statement from the other tenant in the duplex stating that there have been several incidents over the past months. The statement was not a sworn statement and the landlord wished to call the witness into the hearing whereby the witness confirmed under oath that she generated the statement and sent it to the landlord electronically on 12-August-2024 at 1:56pm. The landlord asked the witness to provide in detail some incidents that have occurred that interfered with her peaceful enjoyment and the witness spoke to the events as listed on the statement. The witness testified that the respondent allowed her dogs to roam around outside, and dog feces were left all over the backyard making it difficult for her children to play outside. The witness testified that the respondent does not put her garbage out to the curb creating a waste problem on the premises. The witness spoke about the fighting that continuously occurs within the respondent's unit and testified that it is usually loud and frightening for her and her family. The witness testified that she had to install security cameras on her premises as she was fearful of the people that the respondent brought onto the property, and she testified that she had to call the *Police* on a couple of occasions. I accept the testimony of the witness and all the details of the statement to be true. Although some of the incidents were out of the respondent's control such as the domestic abuse, every tenant has the right to live in a peaceful environment where they can enjoy their surroundings and feel free to allow their children to safely play outside. Based on the incidents that have been occurring over the past few months, I accept that the respondent has violated Section 10(7)(a) of the *Act* as stated above; and given that the respondent did not dispute that some of the incidents would most likely be scary for the other tenant, I find that the landlord was in their right to issue a termination notice with cause.

16. I find that the termination notice dated 28-June-2024 is a valid notice and I find that the tenant should have vacated the unit on 4-July-2024.

Decision

17. The landlord's claim for vacant possession of the rented premises succeeds.

August 26, 2024

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office