

Introduction

- [1] On May 18, 2023, the Tenant filed a Tenant Application to Determine Dispute (Form 2A) (the "Application") with the Residential Tenancy Office (the "Rental Office"). The Application is disputing a Landlord Notice of Termination pursuant to subsection 61.(5) of the Act.
- [2] Attached to the Application was a Landlord Notice of Termination (Form 4A) dated May 2, 2023, effective June 3, 2023, (the "Notice"). The Notice was served on the Tenant for the following reasons:

You or someone you have allowed on the property have disturbed or endangered others;

and

You or someone you have allowed on the property has caused damage to the rental unit.

- [3] On May 18, 2023, the Representative served the Notice on the Tenant by posting it on the door of the Residential Property. On May 18, 2023, the Tenant filed the Application with the Rental Office and left a copy in the mailbox at the Landlord's office.
- [4] On June 9, 2023, a teleconference hearing was held before a Residential Tenancy Officer (the "Officer"). Both the Tenant and the Representative participated.

Issue to be Decided

- i. Does the Tenant have to vacate the Residential Property due to the Notice?

Summary of the Evidence

- [5] Approximately 8.5 years ago the Tenant and the Landlord entered into a verbal month-to-month tenancy agreement for the Residential Property. The Residential Property consists of an apartment in a 15-unit apartment building. Rent is \$558.50 per month due on the first day of the month. A security deposit was not required.

Landlord's Evidence and Submissions

- [6] The Representative stated the Tenant was good at first but then became an angry person. The Tenant has been harassing and fighting with other tenants. The Tenant has been observed yelling, shouting, banging on apartment doors, and bothering other tenants. Police have been called on several occasions because of the Tenant's behaviour.
- [7] The Representative stated there was a fire in the unit below the Residential Property. The Tenant broke into the damaged unit and also harassed the cleaners and painters who came to repair that unit after the fire. The Tenant called the Fire Marshall and harassed the Fire Marshall after the fire. The Tenant has caused damage to the Residential Property but the Tenant has gone to court for that issue and has paid for the damages and apologized.
- [8] The Representative submitted a statement into evidence. The Representative stated the Tenant causes problems when the Tenant is drinking. The Tenant has called the Representative at various hours when drinking. Tenants in five other units have complained about receiving verbal abuse or the threat of physical abuse from the Tenant. The Representative stated the Tenant has damaged the Residential Property and seven mailbox locks.

Tenant's Evidence and Submissions

- [9] The Tenant denied he broke the mailbox locks. Other tenants bother him as well and other tenants slam doors. The Tenant stated most of the problems occur when he is drinking. He stated after the fire in the other unit he has been doing better with his drinking. The Tenant is requesting to stay in the Residential Property until he can find another place to live.

Analysis

- [10] The Landlord is requesting termination of the rental agreement based on subsections 61.(1)(d)(i) and 61.(1)(f) of the Act which state:

A landlord may end a tenancy by giving a notice of termination where one or more of the following applies:

- (d) the tenant or a person permitted on the residential property by the tenant has
 - (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;**
- (f) the tenant or a person permitted on the residential property by the tenant has caused unreasonable damage to a rental unit or the residential property.*

- [11] With regards to subsection 61.(1)(d)(i) of the Act, the Representative testified that 5 separate tenants have complained about receiving verbal abuse or the threat of physical abuse from the Tenant. The Tenant has been observed yelling, shouting, and bothering other tenants. Police have been called on several occasions because of the Tenant's behaviour. The Tenant harassed the cleaners and painters who came to repair a unit after a fire and the Tenant called the Fire Marshall and harassed the Fire Marshall after the fire.
- [12] The Tenant admitted that problems can occur when he is drinking. He stated that other tenants bother him as well. The Tenant stated he would like to stay at the Residential Property until he finds another place to live.
- [13] The Officer finds that based on the totality of the evidence the Landlord has provided sufficient evidence to establish, on a balance of probabilities, that the Tenant has breached subsection 61.(1)(d)(i) of the Act, and justifies a termination of the tenancy agreement.
- [14] With regards to subsection 61.1(f) of the Act, the Representative stated the Tenant damaged the Residential Property and seven mailbox locks. The Officer notes that the Representative did not provide any independent evidence to substantiate these allegations against the Tenant. Therefore, the Officer finds that based on a balance of probabilities, the Landlord has failed to establish that the Tenant breached this section of the Act.

Conclusion

- [15] The Notice is valid and the Application is denied.
- [16] The tenancy agreement between the parties shall terminate effective 5:00 p.m. on July 7, 2023. The Tenant and all occupants shall vacate the Residential Property by this time and date.

IT IS THEREFORE ORDERED THAT

- A. The tenancy agreement between the parties shall terminate effective 5:00 p.m. on July 7, 2023. The Tenant and all occupants shall vacate the Residential Property by this time and date.
- B. A certified copy of this Order may be filed in the Supreme Court and enforced by Sheriff Services as permitted by the *Act*.

DATED at Charlottetown, Prince Edward Island, this 30th day of June, 2023.

(sgd.) Mitchell King
Mitchell King
Residential Tenancy Officer

NOTICE

Right to Appeal

This Order can be appealed to the Island Regulatory and Appeals Commission (the “Commission”) by serving a Notice of Appeal with the Commission and every party to this Order within **7** days of this Order. If a document is sent electronically after 5:00 p.m., it is considered received the next day that is not a holiday. If a document is sent by mail, it is considered served on the third day after mailing.

Filing with the Court

If no appeal has been made within the noted timelines, this Order can be filed with the Supreme Court of Prince Edward Island and enforced as if it were an order of the Court.