

Introduction

- [1] On June 19, 2023, "C.P." filed a Tenant Application to Determine Dispute (Form 2A) (the "Application") with the Residential Tenancy Office (the "Rental Office"). The Application is disputing an Eviction Notice pursuant to subsection 61.(5) of the Act.
- [2] Attached to the Application was an Eviction Notice (Form 4A) dated June 15, 2023, effective June 30, 2023, (the "Notice"). On June 15, 2023, the Landlord served the Notice on the Tenants by posting it on the Tenants' door. The Notice was served on the Tenants for the following reasons:

*You have permitted an unreasonable number of occupants in the rental unit;
You or someone you have allowed on the property have disturbed or endangered others;
You or someone you have allowed on the property has caused damage to the rental unit;
You have failed to comply with a material term of the tenancy agreement;
You have sublet the rental unit without the landlord's consent;
You have knowingly given false information about the rental unit.*

- [3] On July 6, 2023, a teleconference hearing was held before a Residential Tenancy Officer (the "Officer"). One of the Tenants and a representative for the Landlord participated.

Issue to be Decided

- i. Do the Tenants and all occupants have to vacate the Residential Property due to the Notice?

Summary of the Evidence

- [4] The Landlord was unsure of the date of the start of the tenancy agreement and stated that it started few years ago. C.P. and the Landlord entered into a written month-to-month tenancy agreement for the Residential Property. K.P. stated she has a verbal tenancy agreement with the Landlord. The Residential Property consists of a single unit in a 12-unit building. Rent is \$925.00 per month due on the first day of the month. A security deposit of \$500.00 was paid.

Landlord's Evidence and Submissions

- [5] D.H. stated the Tenants have sublet the Residential Property without his permission. D.H. stated the Residential Property is damaged and dirty. D.H. stated he has not received rent for July 2023. D.H. submitted photographs of the interior of the Residential Premises into evidence.

Tenant's Evidence and Submissions

- [6] K.K. stated she and C.P. have sublet the Residential Property to another person. The subtenant pays rent to K.K. K.K. stated she is not living at the Residential Property anymore. K.K. stated C.P. stays at the Residential Property sometimes. K.K. stated she did not have permission from the Landlord to sublet the Residential Property.

Analysis

- [7] Subsection 30.1 of the Act states:

A tenant may, with the written consent of the landlord, sublet or assign a rental unit or part of a rental unit to another person.

[8] Subsection 61.(1)(i) of the *Act* states:

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

- i. *the tenant purports to assign or sublet the rental unit without first obtaining the landlord's written consent as required by section 30.*

[9] Both the Landlord and K.K. testified that the Landlord has not given the Tenants written consent or permission of any kind to sublet the Residential Property. The Officer finds that the Landlord has provided sufficient evidence to prove that the Tenants have breached subsection 61.(1)(i) of the *Act*.

[10] The Officer notes that the Landlord has established a valid basis for terminating the tenancy agreement due to a breach of subsection 61.(1)(i) of the *Act*. Therefore, the Officer will not determine the Landlord's other bases for termination of the tenancy agreement.

Conclusion

[11] The Notice is valid and the Application is denied.

[12] The tenancy agreement between the parties shall terminate effective 5:00 p.m. on July 31, 2023. The Tenants 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 31, 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 19th day of July, 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.