

Introduction

- [1] On July 5, 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 June 29, 2023, effective July 21, 2023, (the "Notice"). The Notice was served on the Tenant for the following reason
- You or someone you have allowed on the property have disturbed or endangered others;*
- [3] On June 29, 2023, the Landlord served the Notice on the Tenant by hand delivery. On July 5, 2023, the Tenant served the Application on the Landlord by hand delivery.
- [4] On August 16, 2023, a teleconference hearing was held before a Residential Tenancy Officer (the "Officer"). Two representatives for the Landlord ("J.G." and "J.P.") and the Tenant ("L.O.") participated.

Issue to be Decided

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

Summary of the Evidence

- [5] The Landlord and the Tenant entered a verbal one-year fixed-term tenancy agreement in June of 2020. The tenancy agreement has since converted to a month-to-month tenancy agreement. The Residential Property is a unit in triplex. Rent is \$850.00 per month, due on the fifteenth day of each month. There was no security deposit paid.

Landlord's Evidence and Submissions

- [6] The Landlord submitted that the Tenant has caused numerous problems through aggressive and harassing behaviour toward others. The Landlord submitted that the Tenant has harassed other tenants at the Residential Property, and has followed other tenants to other public locations, causing further disturbances. J.G. testified that the harassment consists of loud arguments, accusations, and threats. The Landlord submitted that the police have attended the Residential Property on numerous occasions due to the Tenant's behaviour.
- [7] The Landlord submitted that the Tenant has engaged in harassing and threatening behaviour for more than two years. The Landlord submitted that despite warnings, the Tenant has not ceased their disturbances.
- [8] J.G. testified that he has received numerous complaints about the Tenant from another tenant of the building. J.G. testified that the other tenant chose for a while to sleep at his business in order to avoid harassment from the Tenant. J.G. further testified that he has received at least four complaints from a neighbour about the behaviour of the Tenant.
- [9] J.G. testified that the Tenant was given a prior Form 4 eviction notice dated November 10, 2022 for an effective date of January 1, 2023. However, the Tenant did not leave at that time.
- [10] J.G. testified that he agreed to allow the Tenant to remain in the Residential Property until September 3, 2023.

Tenant's Evidence and Submissions

- [11] L.O. testified that some of the Landlord's allegations against her were true, but not all of them. The Tenant testified that on occasions when police were called to the Residential Property, there were never any arrests made.
- [12] L.O. testified that she did not leave when she received the prior Form 4 eviction notice effective January 1, 2023 because she did not have another place to live at that time.
- [13] The Tenant testified that she plans to vacate the Residential Property at the beginning of September, 2023. The Tenant testified that she wants until September 3, 2023 to vacate the Residential Property.

Analysis

- [14] The Landlord's reasons for terminating the tenancy agreement are pursuant to sub-subsection 61.(1)(d) of the Act, which states:

61. Landlord's notice for cause

(1) 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,*
 - (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or*
 - (iii) put the landlord's property at significant risk;*

- [15] J.P. further submitted that the Tenant disturbed others by breaching the statutory condition of quiet enjoyment. The Officer notes section 22 of the Standard Form Tenancy Agreement, which states:

Tenant's right to quiet enjoyment

A tenant is entitled to quiet enjoyment of the rental unit including, but not limited to, the right to

- (a) reasonable privacy;*
- (b) freedom from unreasonable disturbance;*
- (c) exclusive possession of the rental unit, subject only to the landlord's right to enter the rental unit in accordance with section 23; and*
- (d) use of common areas for reasonable and lawful purposes, free from significant interference.*

- [16] The Officer notes that in such matters where there is a dispute over a Notice of Termination by the Landlord, it is the Landlord's burden or onus to prove, on a balance of probabilities, any and all reasons alleged in the Notice.
- [17] The Officer finds that based on the totality of the evidence, the Tenant has unreasonably disturbed other tenants, contrary to sub-subsection 61.(1)(d) of the Act and this breach of the Act is sufficient to terminate the tenancy agreement. The Officer notes J.G.'s testimony of receiving numerous complaints regarding harassment by the Tenant from another tenant and another neighbour. The Officer further notes numerous warnings given to the Tenant regarding aggressive behaviour which were not followed.

- [18] The Officer finds that the Notice is valid and the Application is denied. The Officer notes that the parties have agreed to September 3, 2023 as a vacate date.

Conclusion

- [19] The Notice is valid and the Application is denied.
- [20] The tenancy agreement between the parties shall terminate effective 12:00 p.m. (noon) on September 3, 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 12:00 p.m. (noon) on September 3, 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 22nd day of August, 2023.

(sgd.) Colin Trewin
Colin Trewin
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.