

Introduction

- [1] On July 21, 2023, the Tenant filed a Tenant Application to Determine Dispute (Form 2A) (the "Application") with the Residential Tenancy Office (the "Rental Office"). The Application was filed seeking:

To dispute a Notice of Termination (Form 4);

To request the landlord provide the tenancy agreement and/or other information required by the Act; and

To request a determination that my landlord contravened my right to quiet enjoyment, entered the rental unit unlawfully, prohibited and/or restricted access to the rental unit, changed the locks or failed to secure the rental unit, failed to repair or maintain the rental unit, or any other material term of the tenancy agreement.

- [2] Attached to the Application was an Eviction Notice (Form 4A) dated July 18, 2023, effective August 17, 2023, (the "Notice"). The Notice was served on the Tenant in person on July 18, 2023. 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;

You or someone you have allowed on the property have engaged in illegal activity on the property;

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

You have sublet the rental unit without the landlord's consent.

- [3] On August 31, 2023, a teleconference hearing was held before a Residential Tenancy Officer (the "Officer"). The Tenant and the Representative participated. The Officer notes that the Tenant received a copy of the tenancy agreement in the evidence package. Therefore, the Officer does not need to make a determination on this matter.

Issues to be Decided

- i. Did the Landlord contravene the Tenant's right to quiet enjoyment, enter the rental unit unlawfully, prohibit and/or restrict access to the rental unit, change the locks or fail to secure the rental unit, fail to repair or maintain the rental unit, or any other material term of the tenancy agreement?
- ii. Does the Tenant have to vacate the Residential Property due to the Notice?

Summary of the Evidence

- [4] On September 1, 2022, the Tenant and the Landlord entered into a written fixed-term rental agreement for the Residential Property. The Residential Property consists of a single-family house. Rent is \$884.00 per month due on the first day of the month. A security deposit of \$884.00 was paid.

Landlord's Evidence and Submissions

- [5] The Representative stated beginning the week of July 10, 2023, she started receiving complaints from the Tenant's neighbours as the Tenant's visitors were causing problems around the property. On July 17, 2023, the Representative posted a 24-hour notice for inspection on the Tenant's door. A few hours later, the Representative received a call from the Tenant stating the police were at the Residential Property and that someone was trying to kill him.
- [6] The Representative attended the property and she was invited inside by the Tenant. She spoke to "S.D." who stated he was also living at the property. S.D. told the Representative that at least four other individuals were also living there. The Representative stated she did not give permission for S.D. or any other individuals to live at the property. The Representative submitted into evidence photographs of S.D.'s room and of other beds inside the property.
- [7] S.D. told the Representative that the Tenant was allowing anyone wanting to "shoot up" to stay there. She stated she observed alcohol swabs in the property. S.D. told the Representative that the Tenant used the alcohol swabs when "shooting up." S.D. also told the Representative that S.D. sometimes "shoots up" Dilaudid.
- [8] The Representative stated she observed dozens of holes in the walls and other damage to the Residential Property. The Representative submitted photographs of the damages into evidence. The Representative stated she has observed Facebook videos of the Tenant damaging the property and submitted some screenshots of the videos into evidence. She stated the basement smells like urine. The Representative stated she posted a 24-hour inspection notice on the Tenant's door recently but the Tenant had the doors barricaded and the Representative was not able to enter the property.

Tenant's Evidence and Submissions

- [9] The Tenant stated there is no evidence of illegal activities taking place at the property. The Tenant stated the drugs that S.D. are "shooting up" are prescribed. He stated the Representative removed a bottle of pills from inside the property when she was there. The Tenant stated the Representative entered the property prior to the 24-hour notice on July 17, 2023.
- [10] The Tenant stated that one of the individuals that the Representative said was living at the property never lived there. The Tenant stated the damage to the property was minor and he had fixed some of the holes. He stated there was a broken window but the window is a poor design and is easy to break. He denied the basement smelled like urine and stated it was just humid. The Tenant stated he was just storing extra mattresses at the property.

Analysis

Breach of Tenant's Quiet Enjoyment

- [11] The Tenant stated the Landlord entered the rental unit on July 17, 2023, before the 24-hour notice was up. The Landlord stated the Tenant called her to come to the property and she was invited in by the Tenant. Based on the evidence presented at the hearing, the Officer finds that the Tenant has not established, on a balance of probabilities, that the Landlord has contravened section 59 of the Act.

Notice of Termination

- [12] The Landlord's reasons for terminating the tenancy agreement are pursuant to sub-subsections 61.(1)(d)(i), (e), (f), (i) of the Act, which state:

61.(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,

(e) the tenant or a person permitted on the residential property by the tenant has
engaged in illegal activity that

(i) has caused or is likely to cause damage to the landlord's property,

(ii) has adversely affected or is likely to adversely affect the quiet
enjoyment, security, safety or physical well-being of another occupant of
the residential property, or

(iii) has jeopardized or is likely to jeopardize a lawful right or interest of the
landlord or another occupant;

(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;

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

- [13] The Representative testified there is evidence of holes in the walls and other damages inside the Residential Property. She stated there was evidence of drug use at the property and the Tenant is allowing other individuals to live at the property without the permission of the Representative. The Representative attempted to inspect the property recently but the Tenant barricaded the doors and the Representative could not enter.

- [14] Based on the totality of the evidence the Officer finds the Landlord has established that the Tenant has breached subsections 61.(1)(d)(i), (e), (f), (i) of the Act and the Landlord has established a valid basis for terminating the tenancy agreement. Therefore, the Application is denied.

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 September 8, 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 September 8, 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 1st day of September, 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.