

Introduction

- [1] On November 9, 2023 the Landlord filed a Landlord Application to Determine Dispute (Form 2(B)) with the Residential Tenancy Office seeking earlier termination of the tenancy and possession of the Rental Unit (the "Application").
- [2] On or about November 10, 2023 the Application and a notice of hearing was taped by the Landlord to the door of the Rental Unit.
- [3] On November 15, 2023 the Landlord taped the evidence package to the door of the Rental Unit.
- [4] At 11:00 a.m. on November 16, 2023 a teleconference hearing was commenced before the Residential Tenancy Officer (the "Officer"). At the beginning of the hearing the Tenant stated that she was unable to attend at the scheduled hearing time. The parties agreed to an adjournment to 2:00 p.m. and both parties participated in the adjourned hearing.

Issue to be Decided

- [5] Should the tenancy be terminated early, in accordance with subsections 61(7) and (8) of the *Act*?

Summary of the Evidence

- [6] The Rental Unit is a bachelor apartment in a four-unit building (the "Residential Property"). The Landlord has owned the Residential Property since 2012 and the Tenant moved into the Rental Unit approximately five or six years ago. The Landlord and the Tenant are parties to a written tenancy agreement, with the monthly rent and security deposit being \$595.00.
- [7] The Landlord's evidence is summarized as follows. On October 20 or October 27, 2023 the Landlord was contacted by the police regarding the condition of the Rental Unit. On November 4, 2023 the Landlord posted to the door of the Rental Unit a notice to inspect the unit. On or about November 6, 2023 the Landlord arranged for photographs to be taken of the Rental Unit, which were submitted into evidence. The photographs show the Rental Unit in an unclean and damaged state.
- [8] The Tenant's evidence is summarized as follows. The Tenant stated that around May/June or earlier she received an unexpected job offer and she departed for work outside of Charlottetown. The Tenant left the Rental Unit in the care of her ex-boyfriend, who was supposed to take care of the apartment. The Tenant returned to the Rental Unit on November 15, 2023 and was mortified by the look of the Rental Unit.

Analysis and Conclusion

- [9] Subsection 61(7) of the *Act* states:

Despite subsection (3), a landlord who wishes to give notice of termination under subsection (1) may make an application to the Director to request an order

(a) ending a tenancy on a date that is earlier than the tenancy would end if the notice of termination were given under subsection (1); and

(b) granting the landlord an order of possession in respect of the rental unit.

- [10] Subsection 61(8) states:

The Director shall grant an application under subsection (7) only if the Director is satisfied that

- (a) 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,*
 - (iii) put the landlord's property at significant risk,*
 - (iv) engaged in illegal activity that*
 - (A) has caused or is likely to cause damage to the landlord's property,*
 - (B) 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*
 - (C) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord,*
 - (v) caused unreasonable damage to the residential property, or*
 - (vi) frustrated the tenancy agreement; and*
- (b) it would be unreasonable, or unfair to the landlord or other occupants of the residential property, to wait for a notice of termination under subsection (1) to take effect.*

[11] The evidence of the parties, particularly the photographs submitted into evidence by the Landlord, clearly supports early termination of the tenancy. The evidence establishes a serious breach of clause 61(8)(a) and it would be unreasonable and unfair to the Landlord and other occupants of the Residential Property to wait for a notice of termination pursuant to subsection 61(1) of the *Act*.

[12] As a result, the Application is allowed.

[13] The Tenant and all occupants must vacate the Rental Unit by 5:00 p.m. on November 23, 2023.

[14] The Officer directs the parties to subsection 39(2) of the *Act*, which states:

When a tenant vacates a rental unit, the tenant shall

(a) leave the rental unit reasonably clean and undamaged, except for reasonable wear and tear; and

(b) give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties shall terminate effective **5:00 p.m. on November 23, 2023**. The Tenant and all occupants must vacate the Rental Unit by this time and date.
2. A certified copy of this Order may be filed in the Supreme Court and enforced by Sherriff Services as permitted by the *Act*.

DATED at Charlottetown, Prince Edward Island, this 16th day of November, 2023.

(sgd.) Andrew Cudmore
Andrew Cudmore

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.