

INTRODUCTION

- [1] The applicable legislation is the *Residential Tenancy Act* (the “Act”).
- [2] On June 12, 2024, the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the “Application”) with the Residential Tenancy Office (the “Rental Office”). The Application seeks to dispute an Eviction Notice.
- [3] The Application was accompanied by an *Eviction Notice (Form 4 (A))* (the “Notice”). The Notice was dated June 10, 2024, effective June 30, 2024, and was sent to the Tenant on June 10, 2024, by text message. The Notice was served for the following reason:

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

- [4] On July 4, 2024, a teleconference hearing was held before the Residential Tenancy Officer (the “Officer”). The Landlord, a Landlord representative (the “Representative”), two Landlord witnesses, and the Tenant participated in the hearing.

PRELIMINARY MATTER

- [5] The Notice was dated June 10, 2024, for effect June 30, 2024. As the Notice is required to be effective not earlier than one month after the Notice is served and be the day before rent is due, the effective date of the Notice is automatically changed to July 31, 2024, pursuant to clause 54 of the Act.

ISSUE

- i. Must the Tenant and all occupants vacate the Rental Unit pursuant to the Notice?

SUMMARY OF EVIDENCE

- [6] The Rental Unit is an apartment situated in a five-unit building (the “Residential Property”). On June 30, 2022, the parties entered into a written fixed-term tenancy agreement which converted to a month-to-month agreement. Rent is \$1,005.00 due on the first day of the month. A security deposit of \$600.00 was paid.

LANDLORD’S EVIDENCE AND SUBMISSIONS

- [7] The Landlord’s testimony is summarized as follows. Around June 1, 2024, the Landlord observed the door frame of the Rental Unit had been damaged. The Tenant told the Landlord that she had forgot her keys and had to break the door to get in.
- [8] On June 9, 2024, the Landlord received a call from two married tenants who live at the Residential Property. They told the Landlord the Tenant called one of them a child molester, she threatened the tenants, and then began taking her clothes off.
- [9] On June 10, 2024, the Landlord spoke to the Tenant on the phone and asked what had happened the day before. The Tenant replied that she was drunk and did not remember what happened. The Landlord served the Notice that day and then received a phone call from the Tenant. The Tenant threatened to physically harm the Landlord and the Landlord called the police.

- [10] The Landlord's first witness's testimony is summarized as follows. He and his wife are tenants in the Residential Property and on June 9, 2024, they were in their screen tent outside. The Tenant starting yelling at his wife and threatened to beat her up. An unknown male exited the Rental Unit and the Tenant could be heard stating that the witness was a child molester. The male tried to enter the screen tent but the tenants stopped him from entering. As the tenants were going back to their residence, they observed the Tenant remove her shirt and bra and then she started walking towards them. The police arrived shortly after that.
- [11] The first witness testified that on June 10, 2024, the witness and some other tenants were sitting outside of the Residential Property. The unknown male from the previous day kept bothering the tenants and he was asked to leave several times. The unknown male then pushed another tenant. That tenant then pushed and hit the male and the male went back into the Rental Unit. The police arrived shortly after that.
- [12] The Landlord submitted a statement from the first witness's wife into evidence and it is summarized as follows. On June 9, 2024, the first witness and his wife were outside of the Residential Property and the Tenant called the first witness a child molester and started yelling at him. They told the Tenant to leave and the Tenant threatened to beat her up. The Tenant and her boyfriend tried to get into their screen tent but the tenants stopped them. As the tenants were going back to their residence the Tenant took off her top and she was naked from the waist up outside of the Residential Property. The next day the unknown male was arrested for fighting with another tenant.
- [13] The Landlord's second witness's testimony is summarized as follows. He is a tenant who lives in the Residential Property. He was recently in the hospital and his mother was staying in his residence. His mother told him that the Tenant came to his door one day and started banging on the door for an unknown reason. The police were called as a result.
- [14] The Landlord submitted a statement into evidence from another tenant who lives in the Residential Property and it is summarized as follows. The Tenant often causes problems outside of the building and the police and EMS have been called on several occasions to the Rental Unit. The Tenant has yelled profanity at him and the Tenant often makes noise during the night which makes it hard to sleep.

TENANT'S EVIDENCE AND SUBMISSIONS

- [15] The Tenant's testimony is summarized as follows. The male who was causing the problems at the Residential Property was someone she had just recently met and the Tenant did not know he was going to cause problems. There is now a peace bond against the male and he is not allowed at the Residential Property because of the problems he has caused. The male's actions are not her fault and she tried to get him to leave the property when he was causing problems.
- [16] The Tenant does not recall threatening any of the other tenants or the Landlord. She does not recall much from June 9, 2024, except that her cat ran outside and she ran after it. The male that was with her did go and speak with the first witness and his wife and she was not able to control his actions.
- [17] On June 10, 2024, the male was causing problems again at the Residential Property. The police were called and the male was arrested. The male has been arrested at least twice at the Residential Property for different issues.

ANALYSIS

[18] The Notice was served pursuant to clause 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.

[19] The Landlord testified the Tenant damaged the door to the Rental Unit and threatened to physically harm the Landlord. A Landlord witness who lives in the Residential Property testified the Tenant called him a child molester and threatened to physically harm his wife. The witness testified he observed the Tenant take off her top and she was naked from the waist up outside of the Residential Property.

[20] The witness testified the Tenant allowed a male onto the Residential Property and the pair attempted to enter his screen tent without permission. The male got into a physical altercation with another tenant outside of the Residential Property and police were called as a result. The Tenant testified the male was arrested at least twice at the Residential Property. The male was put on a peace bond and is no longer allowed at the Residential Property due to his actions.

[21] The Tenant did not dispute most of the Landlord's evidence. The Tenant stated she could not recall parts of the events and attempted to pass responsibility for part of the behaviour to a person she permitted on the property.

CONCLUSION

[22] After reviewing the documentary evidence and testimony of the parties, the Officer finds that the Landlord has provided sufficient evidence to establish that the Tenant has breached subsection 61.(1)(d) of the Act. The Officer is satisfied that the evidence establishes there have been two separate breaches of the Act: The Tenant's behaviour on June 9 and 10, 2024, and the behaviour of the Tenant's guest on those dates.

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

IT IS THEREFORE ORDERED THAT

- I. The tenancy agreement between the parties shall terminate effective 5:00 p.m. on July 31, 2024. The Tenant and all occupants must vacate the Rental Unit by this time and date.
- II. 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 8th day of July, 2024.

(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.