

**INTRODUCTION**

- [1] The applicable legislation is the *Residential Tenancy Act* (the “Act”).
- [2] On July 25, 2024 the Landlord’s representatives (the “Representatives”) filed a *Form 2 (B) Landlord Application to Determine Dispute* (the “Application”) with the Residential Tenancy Office (the “Rental Office”) seeking earlier termination of the tenancy agreement. The Application was posted to the entrance of the Rental Unit.
- [3] The Application’s particulars state:
- “Many complaints from neighbors about illegal activity on property, damages to unit, derelict vehicles in yard and driveway, police involvement.”*
- [4] On August 1, 2024 the Rental Office emailed the parties notice of a teleconference hearing, along with a copy of the Application. The Representatives posted a copy to the entrance of the Rental Unit.
- [5] On August 6, 2024 the Rental Office emailed the evidence package (“EP”) to the parties.
- [6] On August 7, 2024 the Representatives posted the EP to the entrance of the Rental Unit.
- [7] On August 8, 2024 at 11:00 a.m., a teleconference hearing was scheduled to begin before the Residential Tenancy Officer (the “Officer”). The Representatives and the Tenant called into the teleconference hearing. However, at the beginning of the hearing, the Tenant requested an adjournment. The Tenant wanted additional time to review the EP and was seeking legal aid assistance and representation. The Officer granted the adjournment until August 12, 2024 at 9:00 a.m. The Rental Office emailed the parties a new notice of a teleconference hearing.
- [8] On August 12, 2024 at 9:00 a.m. a teleconference hearing was held before the Officer. The Representatives and the Tenant participated in the hearing.

**ISSUE**

- i. Is earlier termination of the tenancy agreement warranted?

**SUMMARY OF EVIDENCE**

- [9] The Rental Unit is one-half of a side-by-side duplex.
- [10] In November 2022 the parties entered into a written, month-to-month tenancy agreement. Rent is \$465.00 plus \$105.00 for electricity for a total of \$570.00, due on the first day of the month. No security deposit was required.

**LANDLORD’S EVIDENCE AND SUBMISSIONS**

- [11] The Representatives submitted 40-pages of documents into evidence including: photographs showing proof of service, a written submission, a police report, and photographs of the Rental Unit and property.
- [12] The Landlord’s evidence is summarized as follows. The Representatives stated that they have received numerous complaints from neighbours about the Tenant and her guests’ behaviour and alleged illegal activity.

- [13] The Representatives stated that the police have been to the Rental Unit on numerous occasions due to the alleged illegal activity. Between June 6 and July 26, 2024 there has been 8 incidents that required the police's attendance to the Rental Unit (EP – 7).
- [14] The Representatives stated that on August 8, 2024 the police executed a warrant for the Rental Unit. Numerous people, including the Tenant were arrested for drug and gun related offences. The Representatives submitted an email from the police corroborating the Representative's testimony into evidence as additional evidence.
- [15] The Representatives stated that as a result of the August 8, 2024 incident, the main entrance door to the Rental Unit was damaged. The Representatives stated that the maintenance staff do not feel safe going to the Rental Unit to complete necessary repairs.
- [16] The Representatives stated that on July 16, 2024 and July 25, 2024 an inspection and follow-up inspection of the Rental Unit was completed. Photographs from the inspections were submitted into evidence (EP – 8-40). The Representatives stated that there was significant damage to the Rental Unit. The Rental Unit was also not clean and a lot of garbage and derelict vehicles on the property.
- [17] The Representatives stated that they would like the termination of the tenancy agreement as soon as possible. The illegal activity and damage to the property poses serious risk to the Landlord's property and neighbouring occupants.

#### TENANT'S EVIDENCE AND SUBMISSIONS

- [18] The Tenant's evidence is summarized as follows.
- [19] The Tenant stated that she suffers from addiction and depression, which has caused her to lose control of the Rental Unit. The Tenant stated that she is not disputing the condition of the Rental Unit, but has since cleaned it up and removed one of the vehicles.
- [20] The Tenant stated that she was arrested on August 8, 2024 and released. The Tenant stated that she was not aware that her roommate had a weapon in the Rental Unit. The Tenant stated that only herself and a roommate lived in the Rental Unit. The Tenant did not dispute the numerous police visits to the Rental Unit.

#### ANALYSIS

- [21] The Application was made in accordance to section 75 of the Act and seeks earlier termination of the tenancy agreement pursuant to clauses 61(7)(a) and (b) of the Act, which state:

***Landlord may request earlier termination date***

- (7) *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.*

- [22] To grant an earlier termination of the tenancy agreement, the Landlord must prove the requirements prescribed by subsection 61(8) of the Act, which state:

***Requirements for earlier period of notice***

- (8) *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.*

[23] In Order LR24-11 the Island Regulatory and Appeals Commission (the "Commission") made the following comments regarding earlier termination of a tenancy agreement:

*"This appeal presents a very unique set of facts and the application of subsections 61.(7) and (8) are highly fact dependent. The onus is on a landlord to establish that the facts justify a termination of a tenancy agreement. The legislation allows for the termination of a tenancy agreement where a landlord receives a significant interference or an unreasonable disturbance from a person permitted on the residential property by the tenant."*

*"Termination of a tenancy agreement is a very serious matter and the evidentiary bar must be set high where it is based on the actions of a person permitted on the property by the tenant..."*

[24] In this case, the Landlord's position is that there are allegations of unreasonable disturbances by the Tenant and their guests, illegal activity and unreasonable damage to the Rental Unit. The Representatives have provided direct witness testimony that the Rental Unit is damaged and in an unclean condition and submitted photographs into evidence showing the damage and condition of the Rental Unit as of July 25, 2024.

[25] The Landlord's photographs show that extensive cleaning and repair work will be required for the Rental Unit.

[26] The Representatives submitted into evidence a summary of the reports made to the police for the Rental Unit. There were eight (8) calls associated with the Rental Unit between June 6 and July 26, 2024. Some of the calls were in relation to assault, failure to comply with undertaking, wellbeing check, resists/obstruction to a Peace Officer, drug offences and crime prevention.

[27] On August 8, 2024 the police executed a warrant for the Rental Unit. The Representatives stated that the Tenant and some other individuals were arrested for drug and weapon related offences. The Representatives submitted additional evidence of an email from the police corroborating the Representatives' testimony.

- [28] The Tenant did not deny the police involvement with the Rental Unit or that she was arrested on August 8, 2024. However, the Tenant stated that many of the police visits were for her guests and not for her.
- [29] The Officer notes that the Commission described the subsections 61(7) and (8) analysis as highly fact dependent. In this case, the Landlord has submitted compelling documentary evidence and provided direct witness testimony regarding the conduct and behaviour of the Tenant and her guests.
- [30] The Officer finds that the Landlord has provided sufficient evidence to prove that the Tenant and the Tenant's guests have unreasonably disturbed the Landlord (and its representatives), has engaged in illegal activity that has jeopardized or is likely to jeopardized a lawful right or interest of the Landlord (in particular, the Landlord's employees reasonably feel unsafe to make necessary repairs at the Rental Unit), and has caused unreasonable damage to the Rental Unit.
- [31] Further, the Officer finds that it would be unreasonable or unfair to the Landlord to wait for a notice of termination to take effect. Therefore, the Application is allowed and the tenancy agreement shall terminate as of the details provided below.

### CONCLUSION

- [32] The Application is allowed.
- [33] The tenancy agreement between the parties shall terminate effective 5:00 p.m. on August 19, 2024. The Tenant and all occupants must vacate the Rental Unit by this time and date.

### IT IS THEREFORE ORDERED THAT

- I. **The tenancy agreement between the parties shall terminate effective 5:00 p.m. on August 19, 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 12th day of August, 2024.

(sgd.) Cody Burke

Cody Burke  
Residential Tenancy Officer

### NOTICE

#### Right to Appeal

This Order can be appealed to the Island Regulatory and Appeals 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.