

INTRODUCTION

- [1] On August 2, 2024, the Landlord filed a *Landlord Application to Determine Dispute (Form 2(B))* (the "Application") with the Residential Tenancy Office (the "Rental Office") pursuant to the *Residential Tenancy Act* (the "Act"). The Application seeks rent owing, vacant possession of the Rental Unit, and an order for the Sheriff to put the Landlord in possession of the Rental Unit.
- [2] Attached to the Application was an *Eviction Notice (Form 4(A))* (the "Notice") served on June 3, 2024, effective July 6, 2024, by the Landlord to the Tenant for the following reasons:
- You have not paid your rent in the amount of \$820.00;*
You are repeatedly late in paying rent;
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; and
You have failed to comply with a material term of the tenancy agreement.
- [3] On August 19, 2024, the Rental Office mailed and emailed the parties a notice of a teleconference hearing. A copy was also sent to the Tenant by the Landlord.
- [4] On August 26, 2024, the Rental Office emailed the parties an evidence package.
- [5] On August 29, 2024, the Residential Tenancy Officer (the "Officer") and a Landlord representative (the "Representative") joined the teleconference hearing. The Tenant did not connect to the teleconference hearing and the Officer called the Tenant and left a voice mail message. The Officer waited ten minutes and the hearing proceeded in the absence of the Tenant.
- [6] At the beginning of the hearing, the Representative stated she was no longer seeking rent owing and was only seeking vacant possession of the Rental Unit. Therefore, the Officer does not need to make a determination regarding rent owing.

ISSUE

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

SUMMARY OF EVIDENCE

- [7] In May 2020, the parties entered into a written month-to-month tenancy agreement, which consists of a mobile home situated in a mobile home park (the "Residential Property"). The Tenant owns the mobile home and the Landlord owns the property the mobile home is situated on (the "Rental Unit"). Rent is \$208.00 due on the first day of the month and a security deposit was not required.
- [8] The Landlord and the Tenant were parties to an earlier Rental Office decision. In Order LD24-014, the tenancy agreement was ordered terminated effective February 12, 2024, but due to a death in the Tenant's family, the Landlord chose not to enforce the Order.

LANDLORD'S EVIDENCE AND SUBMISSIONS

- [9] The Representative's evidence is summarized as follows.
- [10] The Representative served the Notice for similar reasons that she served the Tenant with the previous eviction notice in Order LD24-014. The Representative did not enforce that order due to a death in the Tenant's family and because the Tenant stated the problems would cease. The problems at the Rental Unit and in the park have not stopped and have gotten worse.

- [11] When the Representative served the Notice, the Tenant owed \$820.00 in rent. As of the date of the hearing, the Tenant still owed \$48.00 in rental arrears plus rent for July and August 2024. The Representative is not seeking the outstanding rent and just wants vacant possession of the Rental Unit.
- [12] The Tenant allows individuals to visit the Rental Unit and these individuals are causing problems in the mobile home park. The police have been called to the Rental Unit on several occasions for disturbances such as individuals fighting, yelling, and damaging the Rental Unit. One female was naked and yelling outside of the Rental Unit and this was witnessed by the Representative. Another female was arrested at the Rental Unit and the next day the female threatened another tenant of the park. The window in the door of Rental Unit has been broken by individuals attending the Rental Unit and the Representative has witnessed the broken window.
- [13] The Representative believes that individuals are dealing drugs from the Rental Unit and she has spoken to police about her suspicions. The individuals dealing drugs keep un-registered vehicles at the Rental Unit for their drug payments. Un-registered vehicles are not allowed in the park and the Tenant has been warned several times about the drug dealing and vehicles.
- [14] There is a lot of foot and vehicle traffic to and from the Rental Unit due to the suspected drug dealing. The vehicles attending the Rental Unit are driving too fast and this is causing a dangerous situation in the park. The Representative has spoken to several visitors to the Rental Unit about driving too fast in the park. The foot traffic will often cut through tenants' yards to get to the Rental Unit and tenants have been complaining to the Representative.
- [15] One tenant of the park has complained to the Representative that there are slamming doors at the Rental Unit all hours and they cannot sleep. Three different individuals have been reported missing after leaving the Rental Unit and police have had to search other tenants' mobile homes to try to locate the missing individuals. The police searches are disturbing tenants of the park.
- [16] The Representative stated she has warned the Tenant in person and by text on several occasions about the issues at the Rental Unit. The Representative submitted copies of text messages into evidence that she has sent to the Tenant warning the Tenant about the issues. The Representative also lives in the park and she has witnessed the issues occurring in the park and at the Rental Unit.

TENANT'S EVIDENCE AND SUBMISSIONS

- [17] The Tenant did not participate in the hearing or submit any evidence.

ANALYSIS

- [18] The reasons for the termination of the tenancy in the Notice are as follows:

60. Landlord's notice for non-payment of rent

- (1) *A landlord may end a tenancy if rent is unpaid after the day it is due, by giving a notice of termination effective on a date that is not earlier than 20 days after the date the tenant receives the notice.*

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:*

(b) *the tenant is repeatedly late in paying rent;*

(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;

(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;

(h) the tenant

(i) has failed to comply with a material term of the tenancy agreement, and

(ii) has not corrected the situation within a reasonable time after the landlord has given written notice to do so.

[19] The Representative testified that the Tenant owed the Landlord \$820.00 in rent at the time the Notice was served and there is still \$48.00 in rental arrears plus rent owing for July and August. The Representative testified that she has witnessed individuals permitted on the Residential Property by the Tenant unreasonably disturbing other tenants of the Residential Property with their behaviour.

[20] Based on the undisputed evidence of the Representative and submitted documentary evidence, the Officer finds that the Landlord has established that the Tenant has breached clauses 60.(1) and 61.(1)(d) of the Act. Therefore, the Officer finds that the Landlord has established valid grounds for termination of the tenancy agreement.

[21] The Officer finds that the Landlord has not provided sufficient evidence to establish that the Tenant has breached clauses 61.(1)(b), (e), or (h) of the Act.

[22] The Act states:

Tenant presumed to accept notice

60.(5) *Where a tenant who has received a notice of termination under this section does not pay the rent or make an application to the Director in accordance with subsection (4) the tenant*

(a) *is deemed to have accepted that the tenancy ends on the effective date of the notice of termination; and*

(b) *shall vacate the rental unit by that date.*

Tenant presumed to accept notice

61.(6) *Where a tenant who has received a notice of termination under this section does not make an application to the Director in accordance with subsection (5) the tenant*

(c) *is deemed to have accepted that the tenancy ends on the effective date of the notice of termination; and*

(d) *shall vacate the rental unit by that date.*

[23] The Landlord served the Notice to the Tenant on June 3, 2024, and the Tenant had 10 days to file an application with the Rental Office to dispute the Notice and/or pay the outstanding rent. Clauses 60.(5) and 61.(6) of the Act state that if a tenant does not file an application within 10 days and/or pay the outstanding rent, the tenant is deemed to have accepted the end of the tenancy and shall vacate by the stated vacate date in the Notice.

[24] The Officer finds that the Tenant did not file an application to set aside the Notice or pay the outstanding rent within 10 days is therefore deemed to have accepted the Notice. The Officer finds that the Notice is valid and the Application is allowed. The Tenant and all occupants shall vacate the Rental Unit by the timeline below.

CONCLUSION

[25] The Application is allowed.

[26] The tenancy agreement between the parties shall terminate effective 5:00 p.m. on September 11, 2024. The Tenant and all occupants shall 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 September 11, 2024. The Tenant and all occupants shall 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 4th day of September, 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.