

**INTRODUCTION**

- [1] The Landlord seeks to terminate the tenancy agreement for cause under clause 61(1)(d) of the *Residential Tenancy Act* (the “Act”).
- [2] The Tenant disputes the Landlord’s reasons for ending the tenancy agreement.

**DISPOSITION**

- [3] I find that the Landlord has not established that there are valid reasons for terminating the tenancy agreement. Therefore, the tenancy agreement shall continue in full force and effect.

**BACKGROUND**

- [4] The Unit is a room and shared common spaces in a house (the “Residential Property”).
- [5] On August 1, 2024, the parties entered into a written fixed-term tenancy agreement for the period of August 1, 2024, to July 1, 2025. Rent in the amount of \$875.00 is due on the first day of the month. An \$800.00 security deposit was required and paid.
- [6] On September 16, 2024, the Landlord served the Tenant with a *Form 4 (A) Eviction Notice* (the “Notice”) effective on October 6, 2024, by email. 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, I amend the effective date of the Notice to October 31, 2024, pursuant to clause 85(1)(l) of the Act.
- [7] The Landlord seeks to terminate the tenancy agreement for the following reason:

*You or someone you have allowed on the property have disturbed, endangered others, or put the landlord’s property at significant risk.*

*Particulars of termination:*

*“Tenant repeatedly causes disturbances in the house and to other tenants.”*

- [8] On September 18, 2024, the Tenant filed a *Form 2 (A) Tenant Application to Determine Dispute* (the “Application”) with the Residential Tenancy Office (the “Rental Office”) disputing the Notice.
- [9] On September 26, 2024, the Rental Office emailed the parties notice of a teleconference hearing scheduled for October 8, 2024.
- [10] On October 1, 2024, the Rental Office shared an evidence package with the parties via Titanfile.
- [11] On October 8, 2024, a teleconference hearing was held. Two Landlord representatives (the “Representatives”) and the Tenant participated in the hearing.

**ISSUE**

- [12] Must the Tenant vacate the Unit?

**ANALYSIS**

- [13] For the reasons below, I find that the Landlord has not established that there are valid reasons for terminating the tenancy agreement.
- [14] The Landlord's basis for terminating the tenancy is pursuant to subsection 61(1)(d) of the Act, which states:
- 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.*
- [15] The Representatives stated that the Tenant often consumes alcohol in the common areas of the Residential Property. There are other tenants in the Residential Property who also rent rooms from the Landlord and share the common areas. There have been at least three separate occasions when the Tenant has consumed alcohol and disturbed other tenants of the Residential Property.
- [16] The Representatives have received complaints from other tenants about the Tenant causing disruptions and fighting with other tenants. Police were called to the Residential Property during one of these instances and the Tenant was arrested. The Tenant has been warned about his behaviour several times but the Tenant continues to disrupt the other tenants. Some tenants have already moved out of the Residential Property due to the Tenant's behaviour and other tenants have stated they may leave as well.
- [17] The Representatives submitted two videos and one audio file into evidence, which were provided to the Representatives by other tenants. The Representatives stated the videos depict the Tenant disturbing other tenants. The audio file is a recording of a tenant describing an altercation with the Tenant. The Representatives also submitted messages sent to the Representatives by tenants complaining about the Tenant's disruptive behaviour.
- [18] The Tenant disputed the reasons on the Notice and stated that other tenants are the cause of the problems in the Residential Property and he tries to solve issues between tenants. The Tenant disputed he started a fight and stated he was assaulted by another tenant. A new tenant recently moved into the Residential Property and the new tenant has tried to bully and fight with the Tenant.
- [19] I note that the Representatives did not directly witness the alleged behaviour and they relayed the complaints they had received from other tenants. The Representatives did not have the complaining tenants testify regarding their complaints of the Tenant's alleged behaviour. This would have assisted in the determination of this matter as the complaining tenant's affirmed and direct testimony would have been tested under the scrutiny of examination and cross-examination.
- [20] I have reviewed the Landlords video and audio files and I find that the files do not establish that the Tenant caused a disturbance in the Residential Property. I note that one of the videos depict other tenants only speaking with the tenant and the other video shows other tenants physically removing the Tenant from the Residential Property. The audio file is a commentary from a tenant regarding the Tenant's alleged behaviour. As noted above, if the complaining tenants appeared as witnesses, they could have provided context to these video and audio files.

**CONCLUSION**

[21] I find that the Notice is invalid and the Application is allowed.

[22] The tenancy agreement between the parties will continue in full force and effect.

**IT IS THEREFORE ORDERED THAT**

1. The tenancy agreement between the parties will continue in full force and effect.

**DATED** at Charlottetown, Prince Edward Island, this 11th day of October, 2024.

(sgd.) Mitchell King

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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 **20 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.