

INTRODUCTION

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

DISPOSITION

- [3] I find that the Landlord has not established valid reasons for terminating the tenancy agreement.

BACKGROUND

- [4] The Unit is an apartment in a multi-unit building (the “Residential Property”).
- [5] The Tenant moved into the Unit on May 1, 2013, pursuant to an oral, month-to-month tenancy agreement with the Landlord. The rent for the Unit is \$571.00 per month, due on the first day of the month. The Tenant paid a \$400.00 security deposit to the Landlord.
- [6] On September 17, 2024, the Landlord served the Tenant personally with a *Form 4 (A) Eviction Notice* (the “Notice”), effective on November 17, 2024.
- [7] The Landlord seeks to terminate the tenancy agreement for the following reasons:

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;

(f) the tenant or a person permitted on the residential property by the tenant has caused unreasonable damage to a rental unit or the residential property.

- [8] On September 24, 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. The Tenant served the Landlord personally on September 25, 2024.
- [9] On October 4, 2024, the Rental Office mailed the parties notice of a teleconference hearing scheduled for October 22, 2024.
- [10] On October 15, 2024, the Rental Office emailed the Landlord an evidence package. On October 16, 2024, the Tenant picked up a copy of the evidence package at the Rental Office.
- [11] On October 22, 2024, a teleconference hearing was held. The Landlord and the Tenant participated in the hearing.

ISSUE

- [12] Must the Tenant and all occupants vacate the Unit?

ANALYSIS

[13] I have reviewed the testimony of the parties and submitted documentary evidence. I find that the Landlord has not provided sufficient evidence to establish that the Tenant has breached subsections 61(1)(d) or (f) of the Act.

Disturbing Others

[14] The Landlord stated the Tenant has been disturbing other tenants of the Residential Property and customers of the attached commercial spaces for several years. The Tenant often yells at, threatens, and intimidates other tenants and the customers of the businesses. The Landlord has repeatedly told the Tenant not to interact with other tenants and customers, but the Tenant continues to cause disturbances. The Tenant has a friend who attends the Unit and the Tenant and friend will often fight and disturb others.

[15] The Landlord submitted into evidence statements from two tenants of the Residential Property and two owners of a commercial business which detailed how they have been disturbed by the Tenant.

[16] The Tenant denied disturbing others and stated he asked the Landlord to request police issue a stay-away order against his friend who is causing problems, but the Landlord refused to get involved.

[17] I find that the Landlord has not provided sufficient evidence to establish that the Tenant has disturbed other occupants of the Residential Property. When a landlord is evicting a tenant for disturbing others, the best practice is for a landlord to have the complaining tenants participate in the hearing. The tenants would affirm to tell the truth, provide their testimony, and be available to answer questions regarding their evidence. In this case, none of the complaining tenants or commercial business owners participated in the hearing. Witness participation may have assisted in the determination of this matter.

Threats

[18] The Landlord stated the Tenant has called the Landlord and threatened him in the past, which has been witnessed by the Landlord's partner. A statement from the Landlord's partner was submitted into evidence stating that she has heard the Tenant threaten the Landlord.

[19] I find that the Landlord has not provided sufficient evidence to establish that the Tenant has threatened the Landlord. The Landlord did not provide details of any specific threats that were said or when these alleged threats may have occurred. The Landlord's partner's statement did not provide details of any specific threats that were said or when the threats may have occurred. The participation of the Landlord's partner in the hearing may have been of assistance in the determination of this matter.

Damage

[20] The Landlord stated the Tenant and his friend have caused damage to the Unit while fighting. I find that the Landlord has not provided sufficient evidence, such as photographs, repair invoices, or witness evidence, to establish what alleged damage occurred or that the alleged damage was caused by the Tenant or his friend.

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 25th day of October, 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 **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.