

INTRODUCTION

- [1] The Landlord wants to terminate the tenancy agreement to demolish the Unit under clause 64(1)(a) of the *Residential Tenancy Act* (or the “Act”).
- [2] The Tenant disputes the Landlord’s reason for ending the tenancy agreement.

DISPOSITION

- [3] I find that the Landlord has not met the legislative requirements to terminate the tenancy agreement under clause 64(1)(a) of the Act.

BACKGROUND

- [4] The Unit is an apartment situated in a ten-unit building (the “Residential Property”).
- [5] In February of 2019, the parties entered into a written, fixed-term tenancy agreement for the period of February 1, 2019 to January 31, 2020. The tenancy continued on a month-to-month basis. A \$350.00 security deposit was paid at the beginning of the tenancy. Rent is \$815.00 due on the first day of the month.
- [6] On July 23, 2024 the Landlord’s representatives (the “Representatives”) served to the Tenant a *Form 4 (B) Eviction Notice* (the “Notice”) for demolition of the Unit effective January 31, 2025.
- [7] On August 15, 2024 the Tenant’s representative filed a *Form 2 (A) Tenant Application to Determine Dispute* (the “Application”) with the Residential Tenancy Office (the “Rental Office”) to dispute the Notice on behalf of all the tenants in the Residential Property.
- [8] On September 4, 2024 the Tenant amended the Application to solely be the applicant.
- [9] On September 13, 2024 the Rental Office emailed the parties notice of a teleconference hearing (the “Notice of Hearing”) scheduled for October 15, 2024, along with a copy of the Application. On September 19, 2024 the Rental Office mailed the parties the Notice of Hearing.
- [10] On October 4, 2024 the Rental Office emailed the parties an evidence package.
- [11] On October 15, 2024 the Tenant, a representative for the Tenant and the Representatives participated in the hearing. The parties confirmed they received and reviewed the evidence package and all documents submitted were included.

ISSUE

- A. Must the Tenant vacate the Unit?

ANALYSIS

- [12] For the reasons below, I find that the Landlord has not met the legislative requirements to terminate the tenancy agreement under clause 64(1)(a) of the Act.
- [13] Clause 64(1)(a) states:
- (1) *A landlord may give a notice of termination if the landlord, after obtaining all necessary permits and approvals as required by law, requires possession of the rental unit in order to*
(a) *demolish the rental unit.*

- [14] The Representatives stated that the Residential Property, along with other surrounding buildings owned by the Landlord, are being demolished. Demolition has already started for some of the surrounding buildings. The Representatives stated that demolition permits have not yet been obtained for the Residential Property because the permits are only good for 60-days.
- [15] The Representatives stated that they have tried to find other rental units for the Tenant, but none are available.
- [16] The Tenant stated that he is on a fixed income, would like to be close to a bus stop and requires a ground level rental unit. The Tenant stated that he is actively looking for a new rental unit. The Tenant stated that he has sought the assistance from non-profit organizations.
- [17] I have reviewed the evidence of the parties. I find that clause 64(1)(a) of the Act requires that a landlord must obtain all necessary permits and approvals **before** serving an eviction notice to a tenant.
- [18] In this case, the Representatives stated that they did not obtain the demolishing permits prior to serving the Notice because the demolishing permits are only good for sixty days and to terminate a tenancy for this reason, the Landlord must give the Tenant six-months' notice.
- [19] Despite the Landlord's reasonable submissions to why they did not obtain the necessary permits before serving the Notice to the Tenant, I find that this does not comply with the Act.
- [20] There is inconsistency between the municipal bylaws and the Act's mandatory notice period for the requirements for termination of a tenancy under clause 64(1)(a). Presently, landlords must take inefficient and redundant steps to comply with the municipal bylaws and the Act if deciding to end a tenancy because of demolishing.
- [21] The Act is legislation developed by Government policy-makers and passed by the Legislative Assembly of Prince Edward Island. The Rental Office is an administrative body created by statute and authorized by the Act to carry out certain functions. The Rental Office is an administrative tribunal and does not have the authority nor discretion to change the Act or suspend its application to certain fact scenarios.
- [22] Therefore, I find that the Notice is invalid and the Application is allowed. The tenancy shall continue in full force and effect.

IT IS THEREFORE ORDERED THAT

1. The tenancy shall continue in full force and effect.

DATED at Charlottetown, Prince Edward Island, this 28th day of October, 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 (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.