

INTRODUCTION

- [1] The Landlord seeks to end the Tenant's tenancy based upon a notice of termination, served for an assault on the Landlord's property manager. The Tenant disputes the termination of the tenancy agreement.

DISPOSITION

- [2] The Landlord has established a valid basis for ending the tenancy agreement.

BACKGROUND

- [3] The Unit is an apartment in a multi-unit building (the "Residential Property").
- [4] The Tenant moved into the Unit on March 16, 2024, under a written, month-to-month tenancy agreement with the Landlord. The rent for the Unit is \$882.48 per month, due on the first day of the month. The Tenant paid an \$850.00 security deposit to the Landlord.
- [5] On October 17, 2024, the Landlord served the Tenant with a *Form 4 (A) Eviction Notice* (the "Notice"), effective on November 16, 2024. The Representative stated he dated the Notice November 17, 2024, instead of October 17, 2024, in error.
- [6] I note that this effective date is automatically changed to November 30, 2024, under section 54 of the *Residential Tenancy Act* (the "Act") because the Landlord was required to provide the Tenant with a minimum of one full month's notice and be served the day before rent is due (subsection 61(3)).
- [7] The Notice is also amended under section 85(1)(l) as it has the wrong unit number (111) and it was dated on November 17, 2024, instead of October 17, 2024.
- [8] The Landlord seeks to terminate the tenancy agreement for disturbing and endangering others under clause 61(1)(d) of the *Residential Tenancy Act* (the "Act").
- [9] The particulars of termination state:
- [Tenant's] violent assault against the property manager has endangered the others in the apartment building.*
- [10] On October 22, 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.
- [11] On October 25, 2024, the Rental Office emailed the parties notice of a teleconference hearing scheduled for November 7, 2024.
- [12] On November 5, 2024, the Rental Office emailed the parties an evidence package.
- [13] On November 7, 2024, a teleconference hearing was held. The Tenant, a Landlord representative (the "Representative"), and two Landlord witnesses ("LW1" and "LW2") participated in the hearing. The parties confirmed they received the evidence package and all submitted documents were included.
- [14] During the hearing, the Tenant was disruptive and repeatedly interrupted when others spoke. To properly adjudicate the dispute, the teleconference hearing was converted to a paper-based hearing.

- [15] On November 8, 2024, the parties were emailed a notice that the evidence deadline was extended to November 12, 2024. Additional evidence was submitted by both parties and a supplementary evidence package was emailed to the parties on November 13, 2024. The parties were given until November 15, 2024, for additional submissions. No further submissions were sent by either party.

ISSUE

- A. Must the Tenant and all occupants vacate the Unit?

ANALYSIS

- [16] The reason in the Notice for the termination of the tenancy is under clause 61(1)(d) of the Act:

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.

- [17] The Representative stated on October 17, 2024, LW1 called him and said that the Tenant was yelling and swearing at LW1 and another tenant. As the Representative was driving to the Residential Property, LW1 called him again and said she had been assaulted by the Tenant. The Representative stated the Tenant was arrested by police and he posted the Notice to the Unit's door that day. The Representative submitted a video from LW1's cellphone into evidence which depicts a part of the assault.
- [18] LW1 stated she is the property manager of the Residential Property and also a tenant. On October 17, 2024, LW1 was speaking to another tenant outside the Residential Property. The Tenant came out of her Unit and started yelling at LW1 and the other tenant for no reason. LW1 told the Tenant to go back into her Unit.
- [19] LW1 stated later that day she was outside the Residential Property and the Tenant began yelling at LW1 and threatening her. The Tenant pushed LW1 against a building and continued to hit LW1 as LW1 was on the ground. Another tenant, LW2, observed the incident and called the police. The Tenant continued to swear at and threaten LW1 before the police arrived.
- [20] LW2 stated she was in her unit and she heard yelling outside. LW2 looked out her window and witnessed the Tenant push LW1. LW2 called the police and before the police arrived the Tenant threatened both LW1 and LW2.
- [21] The Tenant stated that she had not been taking her medication for about three days before the incident and she was not in her "*right state of mind.*" The Tenant did not intend to "*target*" LW1 and stated that she is friends with LW1. The Tenant stated she is sorry for what happened and will continue to take her medication so another incident like this does not occur. The Tenant acknowledged that she was arrested but stated she only spent one night in custody.
- [22] I have reviewed the parties' evidence and submissions. I find that the Landlord has provided sufficient evidence to establish that the Tenant has significantly interfered with and unreasonably disturbed another occupant or the landlord of the residential property and seriously jeopardized the health and safety or lawful right or interest of the landlord or another occupant. I find that the Landlord has established valid grounds for termination of the tenancy agreement.

CONCLUSION

[23] The Notice is valid and the Application is denied.

[24] The Tenant and all occupants must vacate the Unit by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties shall terminate effective **5:00 p.m. on December 2, 2024**. The Tenant and all occupants must vacate the Unit by this time and date.
2. 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 22nd day of November, 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.