

INTRODUCTION

- [1] The Landlord seeks to end the Tenant's tenancy based upon a notice of termination.
- [2] The Tenant disputes the termination of the tenancy agreement. The Tenant is also seeking compensation for harassment by the Landlord.

DISPOSITION

- [3] The Landlord has not established a valid basis for ending the tenancy agreement.
- [4] The Tenant has not established that the Landlord must pay the Tenant compensation.

BACKGROUND

- [5] The Unit is a room with shared common spaces in a house (the "Residential Property").
- [6] The Tenant moved into the Unit under a written, fixed-term tenancy agreement with the Landlord, from October 1, 2024, to September 30, 2025. The rent for the Unit is in dispute and is either \$1,100.00 or \$1,200.00, due on the first day of the month. The Tenant paid a \$1,000.00 security deposit to the Landlord.
- [7] On November 1, 2024, the Landlord served the Tenant with an "Eviction Notice" document effective November 10, 2024. The "Eviction Notice" was not an approved Residential Tenancy Office (the "Rental Office") form.
- [8] On November 4, 2024, the Tenant filed a *Form 2 (A) Tenant Application to Determine Dispute* (the "Application") with the Rental Office, disputing the "Eviction Notice" and seeking compensation for \$2,000.00. During the hearing, the Tenant stated that the other issues selected on the Application had been addressed.
- [9] On November 9, 2024, the Landlord served the Tenant with a *Form 4 (A) Eviction Notice* (the "Notice"), effective November 9, 2025, to replace the "Eviction Notice." During the hearing, the Landlord stated she dated the Notice November 9, 2025, instead of November 9, 2024, in error. She also noted that the effective date should be November 9, 2024, not November 9, 2025.
- [10] This effective date is automatically changed to December 31, 2024, under section 54 of the *Residential Tenancy Act* (the "Act"). The Landlord was required to provide the Tenant with a minimum of one full month's notice and serve the Notice the day before rent is due (subsection 61(3)).
- [11] The Notice is also amended under clause 85(1)(l) as it was dated November 9, 2025, instead of November 9, 2024.
- [12] I note that the "Eviction Notice" and the Notice were served for substantially the same reasons. I find that the Application also disputes the Notice.
- [13] The Landlord seeks to terminate the tenancy agreement for the following reasons:
- You have not paid your rent in the amount of \$1,200.00;*
You are repeatedly late in paying rent;
You or someone you have allowed on the property have engaged in illegal activity on the property;
You or someone you have allowed on the property has caused damage to the rental unit;
and
You have failed to comply with a material term of the tenancy agreement.

[14] The particulars of termination state:

1. *You have not paid the full amount of rent for December \$1200 up to today.*
2. *You have continuously threatened and intimidated another tenant with a signed lease, as well as the landlord, putting both people and property in constant danger.*
3. *You invited your boyfriend into my property, and, under the pretense that he is a police officer, both of you obstructed and intimidated my staff as she was performing regular management duties. Despite receiving notices from me that forbidden his enter, you still allowed your boyfriend to enter my property and put all of us in danger. He is also in the bedroom with no my authority.*
4. *Additionally, by using your boyfriend's police status, you intimidated the prospective tenant, causing her to be too afraid to move in, resulting in a substantial loss of rent.*
5. *You also discriminated against the prospective tenant by targeting her son for being male, employing various methods to intimidate and prevent her and her son from moving in.*
6. *Evidence has been collected for all the above incidents.*

[15] On November 13, 2024, the Rental Office emailed the parties notice of a teleconference hearing scheduled for November 21, 2024.

[16] On November 20, 2024, the Rental Office emailed the parties an evidence package.

[17] On November 21, 2024, a teleconference hearing was held. The Tenant, a Tenant witness, the Landlord, and the Landlord's translator participated in the hearing. The parties confirmed they received the evidence package, and all submitted documents were included.

PRELIMINARY MATTER

[18] After the hearing, the parties were permitted to submit additional evidence to the Rental Office. Some of the evidence submitted by the parties was about events that happened after the hearing date regarding incidents unrelated to the reasons for eviction in the Notice. In this decision, I am only determining the reasons for termination in the Notice.

ISSUES

- A. Must the Tenant and all occupants vacate the Unit?
- B. Must the Landlord compensate the Tenant \$2,000.00?

ANALYSIS

Rent Owning

[19] The Landlord stated that the Tenant only paid \$1,100.00 for rent for November 2024, but the rent is \$1,200.00. The Tenant was employed as a property manager for the Residential Property, but the employment was terminated on October 17, 2024. The tenancy agreement states that rent is \$1,200.00 if the Tenant is not the property manager. The Landlord disputed that the Tenant is following the agreed-upon conditions for a \$100.00 rent credit.

[20] The Tenant stated she paid \$1,100.00 for November's rent because the Landlord told her she only had to pay \$1,100.00 if she followed certain conditions within the Residential Property. The Tenant stated she is following the Landlord's conditions. Messages between the parties were submitted into evidence.

- [21] I find that the Landlord has not established that the Tenant has failed to pay rent as stated in the Notice. In the Notice particulars, the Landlord stated, “*You have not paid the full amount of rent for December \$1200 up today.*” As the Notice was served on November 9, 2024, rent for December 2024 would not yet have been due. This reason for termination is invalid.

Repeatedly Late Paying Rent

- [22] I find that the Landlord has not established that the Tenant has repeatedly paid rent late. The Landlord has provided no evidence regarding repeated late rent payments. This reason for termination is invalid.

Illegal Activity

- [23] The Landlord stated the Tenant and her boyfriend have threatened and intimidated the Landlord’s property manager, another tenant, and the Landlord. The Landlord said she submitted messages into evidence that detail the threats and intimidation. The Landlord stated the messages were in another language, and she provided the English translation.
- [24] The Tenant stated the Landlord was harassing the Tenant and her daughter.
- [25] The Landlord did not have the complaining tenant, property manager, or witnesses testify regarding threatening or intimidating behaviour at the hearing. When a landlord is evicting a tenant for cause, the best practice is for a landlord to have the affected parties or witnesses participate in the hearing. The parties or witness would affirm to tell the truth, provide their testimony, and be available to answer questions regarding their evidence. In this case, no additional parties or witnesses participated in the hearing to provide evidence.
- [26] Regarding threatening or intimidating the Landlord, I find no evidence of illegal activity, threats, or intimidation within the Tenant’s messages. Although the Tenant’s messages may not be personally acceptable to the Landlord, the context does not reach a level to support the termination of the tenancy agreement. This reason for termination is invalid.

Damage

- [27] The Landlord stated that the Tenant had caused damage to furniture in the Residential Property and lost some other furniture. As noted above, the Landlord did not have the property manager or witnesses testify at the hearing to address this matter. I find that the Landlord has not provided sufficient evidence to establish that the Tenant has caused damage to the Residential Property. This reason for termination is invalid.

Material Term

- [28] The Landlord stated the Tenant had breached material terms of the tenancy agreement by not maintaining the cleanliness of the Residential Property and not properly sorting garbage. The Landlord submitted photographs as evidence of items in the Residential Property and some garbage outside.
- [29] As noted above, the Landlord did not have the property manager or witnesses testify at the hearing to address these matters. Apart from submitting photographs into evidence, no evidence was submitted regarding who took the pictures or when they were taken. The Landlord stated that other individuals also live in the Residential Property, and insufficient evidence was submitted establishing that the items in the photograph belong solely to the Tenant.
- [30] I find that the Landlord has not established that the Tenant has breached a material term of the tenancy agreement. This reason for termination is invalid.

Compensation

- [31] The Tenant is seeking \$2,000.00 in compensation from the Landlord. The Tenant stated the Landlord has harassed the Tenant and her daughter, and this has caused her daughter to be depressed, and they cannot sleep well. The Tenant submitted messages between the parties into evidence.
- [32] The Landlord disputed the Tenant's allegations and stated the Tenant was not entitled to compensation.
- [33] I have reviewed the messages submitted by both parties. Some messages are about the parties' employment relationship breakdown, and others are about the parties' issues relating to their Landlord/Tenant relationship. It is clear that the professional and personal relationship between the parties has become strained; however, I find that the Tenant has not submitted sufficient evidence to establish that the Landlord has breached the Act or that she is entitled to the compensation requested. This claim is denied.

IT IS THEREFORE ORDERED THAT

1. The Notice is invalid, and the Application is allowed in part.
2. The tenancy agreement will continue, and the Tenant can continue to live in the Unit.

DATED at Charlottetown, Prince Edward Island, this 2nd day of December, 2024.

(sgd.) Mitch King

Mitch 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.