

INTRODUCTION

- [1] The Landlord seeks to end the tenancy based upon two notices of termination. The Tenant disputes the termination of the tenancy.

DISPOSITION

- [2] I find that the Landlord has not established a valid basis for ending the tenancy.

BACKGROUND

- [3] The Unit is a one-bedroom, one-bathroom apartment located in a four-unit building (the "Residential Property").
- [4] The Tenant and the former landlord entered into a written, month-to-month tenancy agreement for the Unit that commenced on November 1, 2022. The Tenant moved in one month earlier and paid a \$300.00 security deposit to the former landlord. Rent in the amount of \$688.00 is due on the first day of the month.
- [5] On November 20, 2024 the Landlord purchased the Residential Property and the Tenant's tenancy continued.
- [6] On November 27, 2024 the Landlord served the Tenant with a *Form 4(B) Eviction Notice* for renovations effective May 28, 2025 (the "Renovations Notice"). I note that the effective date is automatically changed to May 31, 2025 under section 54 of the *Residential Tenancy Act* (or the *Act*). The Landlord did not apply beforehand to seek the Director of Residential Tenancy's (the "Director") approval to serve the Renovations Notice.
- [7] On December 3, 2024 the Tenant filed a first *Form 2(A) Tenant Application to Determine Dispute* (the "Renovations Application") with the Residential Tenancy Office (the "Rental Office") disputing the Renovations Notice.
- [8] On December 15, 2024 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* for behaviour effective January 31, 2025 (the "Behaviour Notice"). The Landlord did not select any of the listed grounds for eviction on the Behaviour Notice.
- [9] On December 16, 2024 the Tenant filed a second *Form 2(A) Tenant Application to Determine Dispute* (the "Behaviour Application") with the Rental Office disputing the Behaviour Notice.
- [10] In this decision the Renovations Notice and the Behaviour Notice are collectively called the "Notices" and the Renovations Application and the Behaviour Application are called the "Applications."
- [11] On December 20, 2024 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for January 14, 2025 along with a copy of the Applications.
- [12] On January 10, 2025 the Rental Office emailed the parties a 91-page evidence package (the "Evidence Package").
- [13] On January 14, 2025 the Tenant, the Landlord and the Landlord's interpreter joined the teleconference hearing. The parties confirmed receipt of the Evidence Package and confirmed that all documents submitted for this matter were included.

ISSUE

- A. Must the Tenant vacate the Unit due to the Notices?

ANALYSIS

- [14] I note that, after the Landlord purchased the Residential Property, the Landlord prepared a new tenancy agreement for the Tenant to sign. However, the transfer of the Residential Property did not mean that the Landlord and the Tenant were required to sign a new written tenancy agreement.

Eviction for Renovations

- [15] The Renovations Notice is invalid because the Landlord did not follow the correct procedure for serving an eviction notice for renovations.
- [16] The Landlord served the Renovations Notice to end the tenancy under clause 64(1)(c), which states:

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

(c) subject to the approval of the Director under subsection (2), do repairs or renovations to the rental unit that are so extensive that they require vacant possession of the rental unit.

- [17] Subsection 64(2) states:

Before giving notice for the purpose of clause (1)(c), the landlord shall apply to the Director in accordance with the regulations, providing the information specified by the regulations, and request the Director's approval to provide the notice to the tenant.

- [18] The Renovations Notice is invalid because the Landlord did not first apply to the Director (*Form 6 Landlord Application for Approval for Renovations/Repairs*) and obtain the Director's approval before serving this notice.

- [19] I note that, even when the Director approves service of an eviction notice for renovations, a tenant can still apply to the Rental Office disputing the notice in accordance with subsection 64(6), which states:

A tenant may dispute a notice of termination given under subsection (1) by making an application to the Director under section 75 within one month after the date the tenant receives the notice.

- [20] The Landlord later filed two *Form 6 Landlord Application for Approval for Renovations/Repairs* with the Director. This decision does not determine either of these Landlord applications, which are separate and distinct from the Tenant's Applications.

Eviction for Behaviour

- [21] The Behaviour Notice's particulars of termination provides three reasons for ending the tenancy. For the reasons below, I find that the evidence does not support termination of the tenancy agreement.
- [22] The Landlord's first reason for ending the tenancy is based upon emails received by the Landlord alleging that he is the Tenant's murderer for serving the Renovations Notice. The Landlord does not know the people that sent the emails. The Landlord also provided evidence regarding how his family is fearful to attend the Residential Property because of the emails.

- [23] The Tenant provided evidence that he shared the Renovations Notice with friends on a group chat in order to help cope with the stress of being served with an eviction notice. The Tenant stated that he did not realize that the Landlord's email address was on the Renovations Notice when it was shared. The Tenant stated he would have marked out the Landlord's contact information. The Tenant has deleted the Renovations Notice from the group chat. The Tenant does not know if anyone from the group chat in fact sent the emails to the Landlord. Most of the group chat members do not live in Canada. There is one member that lives in Ontario. The Tenant does not believe that any member lives in Prince Edward Island. None of the group members has attended the Residential Property.
- [24] In this case there is uncertainty regarding who sent the emails to the Landlord. Further, in order for a landlord to evict a tenant for the behaviour of others under clauses 61(1)(d) and (e) of the Act, it must be proven that the person was permitted on the Residential Property by the Tenant. The evidence does not establish that the person that sent the emails ever attended the Residential Property.
- [25] Based upon the evidence presented, I am satisfied that the Tenant did not intend to share the Landlord's contact information. The Tenant shared this information inadvertently in a group chat while seeking social support to cope with the stress of being served with an eviction notice. I find that this behaviour by the Tenant does not support termination of the tenancy agreement.
- [26] The Landlord's second reason for ending the tenancy is because the Tenant has not provided him with a key to the Unit. The Landlord did not receive a key from the former landlord when the Residential Property was sold.
- [27] The Tenant stated that he has been willing to provide a key to the Landlord but the relationship has become strained due to the Notices. The Tenant stated that there were unsuccessful attempts to provide the Landlord with a key directly. The Landlord requested that the Tenant leave the key in a common area of the Residential Property. The Tenant stated he was not comfortable leaving the Unit's key in a common area of the Residential Property because of unhoused persons accessing the property.
- [28] The Landlord has a right to access the Unit in accordance with section 23 of the Act. Therefore, the Landlord has the right to have a key to the Unit. Normally this would be provided by the seller of the Residential Property upon completion of the sale. Alternatively, after giving proper written notice, the Landlord has the right under subsection 26(1) of the Act to change the Unit's lock as follows:
- A landlord shall not change a lock or other means that give access to the rental unit or to common areas of the residential property unless the landlord provides each tenant with a new key or other means that give access to the tenant's rental unit and the common areas of the residential property as soon as practicable.*
- [29] It does not appear that the Tenant has a duty under the Act to provide the Landlord with a key to the Unit where the Tenant has not changed the lock.
- [30] Practically speaking, the Tenant should provide the Landlord with a key to the Unit or make the key available to the Landlord for a copy to be made. Otherwise, it appears that the Landlord would need to go through the expense of replacing the lock entirely and providing the Tenant with a replacement key.
- [31] The Landlord's third reason for ending the tenancy is based upon the disposal of the Tenant's couch, which was complicating the use of the parking lot and potentially bothering a neighbour. The couch was removed from the Residential Property by the end of December 2024.

- [32] The Tenant stated that near the end of November 2024 he moved the couch to the waste disposal collection area. Others kept moving the couch and the Tenant kept returning the couch to the proper area. The couch was removed from the Residential Property before Christmas.
- [33] I find that the issue regarding the disposal of the couch does not support termination of the tenancy agreement. This appears to be a minor matter that does not justify the Tenant's eviction.

Eviction Notice Required Content

- [34] I note that there is a deficiency in the Behaviour Notice. The Landlord did not select one of the listed reasons (lines (a) to (m)) on the standard form regarding the legal basis for ending the tenancy. The Landlord should have selected a legal basis to comply with subsection 53(d) of the Act, which states:

In order to be effective, a notice of termination shall be in writing and shall

(d) except for a notice of termination under section 56, state the grounds for ending the tenancy.

CONCLUSION

- [35] The Notices are invalid and the Tenant's Applications are allowed.
- [36] The tenancy will continue and the Tenant can continue to live in the Unit.

IT IS THEREFORE ORDERED THAT

1. The tenancy will continue and the Tenant can continue to live in the Unit.

DATED at Charlottetown, Prince Edward Island, this 16th day of January, 2025.

(sgd.) Andrew Cudmore

Andrew Cudmore
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.