

**INTRODUCTION**

[1] The Subtenant filed an application disputing a *Form 4(A) Eviction Notice*.

**DISPOSITION**

[2] I find that the subletting agreement remains in full force and effect.

**BACKGROUND**

[3] The Unit is a single-bedroom in a two-bedroom and one-bathroom rental unit with a shared kitchen and bathroom (the "Residential Property") with the Tenant.

[4] On December 1, 2024 the parties entered into an oral month-to-month subletting agreement. Rent is \$550.00 due on the first day of the month and a \$500.00 security deposit was paid.

[5] On December 31, 2024 the Tenant served the Subtenant with a *Form 4(A) Eviction Notice* with an effective date of February 1, 2025 (the "Notice") for disturbing the Tenant's right to quiet enjoyment and for putting the Tenant's safety at risk.

[6] On January 6, 2025 the Subtenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Application") with the Residential Tenancy Office (the "Rental Office") disputing the Notice.

[7] On January 8, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for January 21, 2025.

[8] On January 14, 2025 the Rental Office emailed the parties a 20-page PDF document (the "Evidence Package" or "EP") which included 8-video recordings submitted by the Tenant.

[9] On January 21, 2025 the Subtenant and the Tenant joined the teleconference hearing for determination of the Application. The parties confirmed receipt of the Evidence Package and that all documents and video-recordings submitted to the Rental Office were included.

**ISSUE**

i. Must the Subtenant vacate the Unit?

**ANALYSIS**

[10] The Tenant's reason in the Notice for terminating the subletting agreement is under clause 61(1)(d) of the *Residential Tenancy Act* (or the "Act") stating:

*A landlord may end a tenancy by giving a notice of termination where one or more of the following applies:*

*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.*

[11] The Notice's particulars of termination state:

*“The reason for termination is due to the consistent disturbance caused by your behavior, including: Failure to maintain cleanliness in common areas, verbal abuse and shouting matches whenever I attempt to communicate about shared spaces, defamatory statements accusing me of being mentally unstable, threats to call the police, failure to secure the main door compromising the safety and security of the property, disregard for the peaceful enjoyment of the rental unit. These actions have created an unbearable living environment and pose a risk to the well-being of others in the property.”*

- [12] Attached to the Notice was a letter summarizing the details provided on the Notice (EP6).
- [13] For the reasons set out below, I find that the Tenant has not established a valid cause for terminating the subletting agreement.
- [14] In summary, the Tenant served the Notice to the Subtenant because the Subtenant has disturbed the Tenant’s right to quiet enjoyment and put the Tenant’s safety at risk.
- [15] The Subtenant disputes the Tenant’s claims and maintains that the Tenant has disturbed the Subtenant’s right to quiet enjoyment.
- [16] The Tenant stated that the Subtenant has disturbed her quiet enjoyment and occupancy of the Residential Property. This disturbance comes from the condition of the common areas, particularly the kitchen. The Tenant submitted photographs of the kitchen showing garbage and dirty dishes (EP19).
- [17] The Tenant stated that when she approaches the Subtenant to discuss the cleanliness concerns the parties engage in a shouting match and the Tenant describes the Subtenant’s conduct as verbal abuse. The Tenant submitted 8-video recordings into evidence showing the parties arguing over different matters.
- [18] The Tenant denied the Subtenant’s claim of pushing the Subtenant. The Tenant stated that the Subtenant threatened to call and did call the police.
- [19] The Tenant further accuses the Subtenant of putting her safety at risk because the Subtenant does not lock the Residential Property’s backdoor. The Tenant stated that the arrangement is both parties have their own entrance to the Residential Property. The Tenant uses and solely has access to the front door, while the Subtenant uses and solely has access to the backdoor.
- [20] The Subtenant stated that she requested a written subletting agreement, but the Tenant refused to provide one. The Subtenant stated that the Tenant has not been welcoming and hesitated to share the common areas, particularly the kitchen. The Subtenant admitted that the photographs submitted into evidence were her dirty dishes and her garbage.
- [21] The Subtenant stated that the kitchen does not have a garbage bin she can use. The Subtenant stated that the Tenant suggested that she store the garbage in her room or take it outside. The Subtenant stated that in the winter months it is unreasonable to expect that. The Subtenant stated that she may leave dirty dishes in the sink from time to time but it is not a common thing.
- [22] The Subtenant stated that the Tenant is harassing and disturbing her right to quiet enjoyment.
- [23] The Subtenant stated that she does not lock the Residential Property’s backdoor while she is at work because she does not want to be locked out of the Residential Property if she forgets her keys. The Subtenant stated that if she leaves the Residential Property for a longer period of time, like a vacation, she would lock the backdoor.
- [24] I have reviewed the evidence and the parties’ submissions and I find as follows:

- [25] Clause 61(1)(d) of the Act sets out the grounds for terminating a tenancy. The Notice's particulars of termination summarize the claims that the Subtenant has interfered with or unreasonably disturbed the Tenant (whom is an occupant of the Residential Property) and the Subtenant's actions have risked the safety of the Tenant.
- [26] On review of the evidence, I find that the parties' living arrangement and the overall relationship has deteriorated. Despite this deterioration, I find that the Tenant has not established a valid cause for terminating the subletting agreement.
- [27] The Tenant has stated that due to the condition of the shared common areas she has been unreasonably disturbed by the Subtenant's actions. However, the claims raised in the Notice, particularly the cleanliness concerns do not rise to a level which warrants the termination of the subletting agreement. I find that cleanliness as an issue itself does not neatly fit under clause 61(1)(d) of the Act as a reason for evicting. As such, I find that the evidence does not justify the termination of the subletting agreement.
- [28] Further, I find that the video-recordings submitted into evidence shows the parties in numerous arguments, where they talk over one another and exchange profane words. I find that the video-records do not suggest or show physical violence and does not show anything more than an argument or disagreement between two parties sharing living space. I find that the video-recorded evidence does not demonstrate behaviour from the Subtenant which warrants termination of the subletting agreement.
- [29] I find that the Subtenant's failure to lock the Residential Property's backdoor does not warrant termination of the subletting agreement. In these circumstances the Subtenant's failure to lock the Residential Property's backdoor on occasion (as the subletting agreement has only existed for a month-and-a-half) does not warrant termination of the subletting agreement.
- [30] I recommend that it is the best practice to lock the Residential Property's backdoor whenever the Subtenant leaves the Residential Property to ensure the security and the safety of the Residential Property and the Tenant.
- [31] Therefore, the Notice is invalid and the Application is allowed.
- [32] The subletting agreement remains in full force and effect.

**IT IS THEREFORE ORDERED THAT**

1. The subletting agreement remains in full force and effect.

**DATED** at Charlottetown, Prince Edward Island, this 24th day of January, 2025.

(sgd.) Cody Burke

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**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.