

INTRODUCTION

[1] The Tenant filed an application disputing an eviction notice.

DISPOSITION

[2] I find that the eviction notice is valid, the tenancy agreement will end and the Tenant and all occupants must vacate the Unit.

BACKGROUND

[3] The Unit is a two-bedroom, one-bathroom apartment in a six-unit building (the "Residential Property") that the Landlord has owned since 2011.

[4] On December 1, 2024 the parties entered into a written, fixed-term tenancy agreement from December 1, 2024 to November 30, 2025. A \$1,227.60 security deposit was paid. Rent is \$1,227.60 due on the first day of the month.

[5] The parties were involved in an earlier Rental Office dispute which was determined in Order LD25-054.

[6] On February 21, 2025, the Landlord had the Tenant served with a *Form 4(A) Eviction Notice* with an effective date of March 21, 2025 (the "Notice") for behaviour. I note that the effective date is automatically corrected to March 31, 2025 under section 54 of the *Residential Tenancy Act* (or the "Act") to comply with the minimum notice period under subsection 61(3).

[7] On March 3, 2025 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.

[8] On March 7, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for March 20, 2025.

[9] On March 17, 2025 the Rental Office emailed the parties a 204-page PDF document (the "Evidence Package").

[10] On March 19 and 20, 2025 the Rental Office telephoned the Tenant to remind the Tenant of the scheduled teleconference hearing but the Tenant did not answer these telephone calls.

[11] On March 20, 2025 the Landlord's two representatives and the Landlord's four witnesses joined the teleconference hearing. The Landlord's witnesses live in the Residential Property. The Tenant did not join the teleconference. I telephoned the Tenant and left a voicemail message with the teleconference call-in instructions and the Rental Office's general number if the Tenant had any difficulty connecting to the teleconference. About fifteen minutes after the scheduled hearing time the hearing proceeded in the Tenant's absence. The Landlord's representatives confirmed that all documents submitted to the Rental Office were included.

ISSUE

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

ANALYSIS

- [12] The Landlord selected three reasons in the Notice for ending the tenancy agreement. The first reason in the Notice is based upon clause 61(1)(d) of the *Act*, which states:

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;*

- [13] The Landlord's four witnesses testified that their statements in the Evidence Package are accurate. The witnesses provided direct evidence that the Tenant and the Tenant's guests have frequently had late night and early morning guests in the Residential Property which have woken them up. The witnesses' evidence is consistent with the camera screen shots submitted into evidence by the Landlord.
- [14] I am satisfied that the Tenant and the Tenant's guests have engaged in noisy behaviour late at night and early in the morning that has significantly interfered and unreasonably disturbed other occupants of the Residential Property. I am also satisfied that this behaviour has continued after January 25, 2025, the date the earlier eviction notice from Order LD25-054 was served.
- [15] As a result, the Notice is valid and the Application is denied. The Tenant and all occupants must vacate the Unit by the timeline below.
- [16] As the Landlord's first reason for ending the tenancy agreement has been established, I will not determine the Landlord's other two reasons in the Notice for ending the tenancy agreement under clauses 61(1)(h) and (j) of the *Act*.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective **5:00 p.m. on March 31, 2025**.
2. The Tenant and all occupants must vacate the Unit by this time and date.
3. 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 20th day of March, 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 **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.