

INTRODUCTION

- [1] The Tenant filed an application with the Residential Tenancy Office (the “Rental Office”) disputing an eviction notice.

DISPOSITION

- [2] The reasons for terminating the tenancy agreement are denied. The tenancy will remain in full force and effect.

BACKGROUND

- [3] The Unit is a four-bedroom and one-and-a-half-bathroom semi-detached house (the “Residential Property”), owned by the Landlord since June 2023.
- [4] On January 31, 2024, the parties signed a written, fixed-term tenancy agreement for the period of March 1, 2024 to March 1, 2025. Rent is \$2,200.00 due on the first day of the month. Rent was to be paid by e-Transfer. A \$2,200.00 security deposit was paid.
- [5] On March 1, 2024, the Tenant moved into the Unit.
- [6] On February 19, 2025, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of March 31, 2025 (the “Notice”) for repeatedly late rent payments, not repairing damage and knowingly giving false information about the Unit.
- [7] On February 28, 2025, the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the “Application”) with the Rental Office disputing the Notice.
- [8] On March 13, 2025, the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for March 27, 2025.
- [9] On March 25, 2025, the Rental Office made available a 39-page PDF and 1-video recording (the “Evidence Package”) through TitanFile.
- [10] On March 27, 2025, the Tenant, two witnesses for the Tenant (“TW1” and “TW2”) and the Landlord joined the teleconference hearing. The parties confirmed they received the Evidence Package and that all evidence submitted to the Rental Office was included.
- [11] At the start of the hearing, the Landlord brought forward concerns about the Tenant not disclosing he had witnesses for the hearing. I noted that the best practice is to disclose witnesses prior to the hearing date. However, due to the relevance of the witnesses’ evidence, I decided that the witnesses were permitted to provide their evidence at the hearing.
- [12] After the hearing, the Landlord submitted a copy of the tenancy agreement into evidence at my request. The Tenant did not require the tenancy agreement be sent to him.

ISSUE

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

ANALYSIS & FINDINGS**Repeatedly Late Rent**

- [13] The Landlord selected three reasons in the Notice for ending the tenancy agreement. However, two of the three reasons are related to the same issue. The first reason in the Notice is based upon clause 61(1)(b) of the *Residential Tenancy Act* (or the “Act”), which states:

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

(b) the tenant is repeatedly late in paying rent.

- [14] The Landlord testified that she has regularly needed to remind the Tenant to pay the rent on time. The Tenant would give different excuses regarding the late payment of rent. The Landlord stated that the Tenant was late paying the rent on two different occasions: July 2024 and February 2025.
- [15] The Landlord described the uncertainty, regular lateness of paying rent and conversations with the Tenant have caused her anguish.
- [16] The Landlord testified that she received July 2024’s rent on July 4, 2024, and received February 2025’s rent on February 12, 2025. The Notice states that rent was late for September 2024, December 2024 and January 2024. However, the Landlord provided clarification that the Tenant paid the rent on the first day of the month, but due to it being paid either in the evening or on a holiday, the payment was delayed entering her account.
- [17] The Tenant denied regularly being late paying the rent. The Tenant testified that he was only late twice, consistent with the Landlord’s testimony. The Tenant stated that he notified the Landlord on both occasions and tried to pay the rent as quickly as possible.
- [18] TW1 lives in the Unit. TW1 stated that July 2024’s rent was late because of a limited e-Transfer delay. TW1 provided supporting testimony for the Tenant’s rent payment history and disputed the Landlord’s testimony regarding the rent payment history.
- [19] The Act does not define what “repeatedly” means in the context of ending a tenancy agreement. However, in this case, the undisputed evidence establishes that the Tenant has been late only twice (July 2024 and February 2025) with paying the rent.
- [20] The tenancy has been in effect since March 2024, for 12 months. In these circumstances, I am not satisfied that the Tenant has been repeatedly late paying the rent that would warrant the termination of the tenancy agreement. Therefore, this reason for terminating the tenancy is denied.

Damage

- [21] The second and third reasons in the Notice for ending the tenancy agreement are based upon clauses 61(1)(g) and (j) of the Act, which state:

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

(g) the tenant does not repair damage to the rental unit or residential property, as required under section 28(4), within a reasonable time;

(j) the tenant knowingly gives false information about the residential property to a prospective tenant, a purchaser viewing the residential property or another person.

- [22] The Landlord testified that these two reasons are regarding damage caused by the Tenant's cats. The Landlord testified that the Tenant has four cats and a dog in the Unit. The Landlord testified that she inspected the Unit in February 2025, which revealed cats in the Unit and a strong smell of cat urine.
- [23] The Landlord testified that she inspected the Unit again in March 2025, and found no cats or the dog in the Unit. The Landlord stated that the tenancy agreement does not have a "no pets" clause, but testified that she had a verbal agreement with the Tenant not to have cats because she has allergies. The Landlord stated that there was no physical damage caused by the cats or the dog in the Unit.
- [24] The Landlord stated that the Residential Property is for sale, and she should have the right to move back into her property.
- [25] The Tenant disputed the Landlord's evidence. The Tenant testified that there have never been four cats in the Unit. The Tenant testified that he has one cat and sometimes he looks after two other cats that belong to TW2.
- [26] TW2 confirmed ownership of the cats and stated that sometimes if she travels the cats will stay with the Tenant for a brief time.
- [27] TW1 provide testimony disputing the Landlord's testimony. TW1 testified that the Unit was not damaged and that the Tenant and herself kept the Unit clean.
- [28] TW1 stated that the Landlord has put the Residential Property up for sale. TW1 stated that the Landlord is attempting to avoid the 4-month notice requirement.
- [29] I have reviewed the evidence presented by the parties.
- [30] I note that the Landlord has the onus to prove, on the civil standard of the balance of probabilities, a valid reason to end the tenancy.
- [31] In Order LR24-64, the Island Regulatory and Appeals Commission made the following comment regarding a landlord ending a tenancy (paragraph 21):
- "The termination of a tenancy is a serious matter and accordingly a Landlord seeking to evict a tenant must put forward compelling evidence..."*
- [32] In these circumstances, I find that the Landlord has not provided compelling evidence to establish a valid claim for ending the tenancy. The tenancy agreement does not restrict pets and the Landlord has not provided evidence to establish undue damage to the Unit. Therefore, this reason for terminating the tenancy is denied.
- [33] I note that if the Landlord decides to end the tenancy for owner occupation or purchaser's occupation, she must serve the Tenant a *Form 4(B) Eviction Notice* with the required notice and compensate the Tenant, as required under the Act.

IT IS THEREFORE ORDERED THAT

1. The tenancy agreement will remain in full force and effect.

DATED at Charlottetown, Prince Edward Island, this 28th day of March, 2025.

(sgd.) Cody Burke

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.