

INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office ("Rental Office") under the *Residential Tenancy Act* ("Act").
- [2] The Unit is a mobile home site, owned by the Landlord in a mobile home park ("Residential Property"). The Tenant owns a mobile home that is located on the Residential Property.
- [3] The Tenant's representative ("TR") filed an application disputing an eviction notice served by the Landlord's representative ("LR") for not repairing damage to the mobile home.

DISPOSITION

- [4] The Notice is invalid and the tenancy agreement will continue in full force and effect.

BACKGROUND

- [5] In 2020 the parties entered into a written, monthly tenancy agreement. Rent is \$208.00 due on the first day of the month. No security deposit was required.
- [6] The mobile home is vacant.
- [7] On March 30, 2025 LR served TR with a *Form 4(A) Eviction Notice* with an effective date of May 31, 2025 ("Notice") for not repairing damage to the Unit.
- [8] On April 2, 2025 TR filed a *Form 2(A) Tenant Application to Determine Dispute* ("Application") with the Rental Office disputing the Notice.
- [9] On April 17, 2025 the Rental Office emailed the parties notice of a teleconference hearing scheduled for May 1, 2025.
- [10] On April 28, 2025 the Rental Office emailed the parties a 30-page complete evidence package.
- [11] On May 1, 2025 the teleconference hearing was postponed.
- [12] On May 2, 2025 the Rental Office emailed the parties a new notice of hearing, scheduled for May 9, 2025.
- [13] On May 8, 2025 the Rental Office emailed the parties a 30-page updated complete evidence package.
- [14] On May 9, 2025, LR and TR joined the teleconference hearing for determination of the Application. The parties confirmed they received the updated complete evidence package and confirmed all documents submitted to the Rental Office were included.

ISSUE

- A. Must the Tenant remove the mobile home from the Residential Property due to the Notice?

ANALYSIS & FINDINGS

[15] The Landlord has the onus to prove, on the civil standard of the balance of probabilities, a valid reason to end the tenancy.

[16] 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...”

[17] In this case, the Landlord seeks to end the tenancy under clause 61(1)(g) 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:

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

[18] Subsection 28(4) of the Act states:

(4) A tenant of a rental unit shall repair, in a good and professional manner, undue damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

[19] For the reasons below, I find that the Notice is invalid, the Application is allowed, and the tenancy agreement will continue in full force and effect.

Landlord’s Evidence

[20] LR stated that the mobile home is in poor condition and has been in disrepair since the Tenant purchased the mobile home approximately ten years ago. LR stated that the mobile’s floors are rotting and there is no roof because a tree fell onto the roof during Hurricane Fiona. LR stated that the mobile home is unsafe because debris will be blown around if there are high winds. LR stated that the mobile home is unsightly and overall dangerous to children and others who live in the Residential Property.

[21] LR stated that the mobile home can no longer be repaired and needs to be demolished. LR stated that TR continues to claim financial difficulties to explain the delay in repairing the mobile home. The mobile home is vacant and has been vacant for many years.

[22] LR stated that the Tenant continues to buy more mobile homes in the Residential Property, before making the necessary repairs to the existing mobile homes the Tenant owns.

Tenant’s Evidence

[23] TR stated that the mobile home was purchased in 2015.

[24] TR stated that he is trying to repair the mobile home, but has experienced delays due to the COVID-19 pandemic. TR stated that he was not permitted to visit Prince Edward Island for two-years while the COVID-19 travel restrictions were in place. This delayed any repairs to the mobile home and other mobile homes owned by the Tenant in the Residential Property.

- [25] TR stated that the tree that fell on the mobile home was removed and some repairs were completed last Spring. TR stated that he does not have the money to demolish the mobile home. TR stated that there are financial constraints because other mobile homes require repairs. TR stated that he is selling some other mobile homes, which will help fund the necessary repairs to the mobile home and other mobile homes in the Residential Property. TR stated that the timeline for repairs to the mobile home is one year.

Determination

- [26] I find that the Landlord has not establish a valid basis contained in the Notice for ending the tenancy agreement.

Failure to Repair Damage

- [27] The Landlord's basis for terminating the tenancy agreement contained in the Notice is that the Tenant has not repaired damage to the Residential Property.
- [28] Rental unit is defined in subsection 1(o) of the *Act* as:
- (o) *"rental unit" means living accommodation rented or intended to be rented to a tenant and, with respect to a person who rents or intends to rent a mobile home site for the person's mobile home, includes the mobile home site.*
- [29] Clause 61(1)(g) of the *Act* allows for the end of a tenancy due to a tenant not repairing damage to a rental unit. In this case, the "rental unit" is the mobile home site, which the Tenant rents. The evidence does not establish that the Tenant has damaged the mobile home site. Despite the mobile home being in disrepair, this is the Tenant's property and not the Landlord's property. Clause 61(1)(g) does not apply in these circumstances and, therefore, the Landlord has not established a valid basis in the Notice for terminating the tenancy agreement.
- [30] I note that LR provided evidence that the mobile home is unsightly and poses safety concerns to neighbouring tenants at the Residential Property. What LR is describing is a reason for eviction under clause 61(1)(d) of the *Act*. However, the Landlord did not select this reason on the Notice and I cannot consider this reason for termination in this decision.
- [31] Therefore, the Notice is invalid, the Application is allowed and the tenancy agreement will continue in full force and effect.

The Notice

- [32] I further find that the Notice has many defects that are fatal to its validity.
- [33] The Notice does not have the rental unit's address and does not have any particulars of termination. Further, the Notice is missing the Rental Office's contact information which is provided at the bottom of the *Form 4(A) Eviction Notice*, approved by the Director.
- [34] I note that section 53 of the *Act* outlines the requirements for a notice of termination as follows:

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

- (a) be signed and dated by the landlord or tenant giving the notice;*
- (b) give the address of the rental unit;*
- (c) state the effective date of the notice;*
- (d) except for a notice of termination under section 56, state the grounds for ending the tenancy;*
- (e) be given to the other party in accordance with section 100; and*
- (f) when given by a landlord, be in the approved form.*

[35] For these reasons, I find that the Notice is invalid, the Application is allowed and the tenancy agreement will continue in full force and effect.

IT IS THEREFORE ORDERED THAT

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

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