

**INTRODUCTION**

- [1] The Landlord seeks termination of the tenancy agreement.
- [2] The Tenant disputes termination of the tenancy agreement.

**DISPOSITION**

- [3] I find that the Landlord has not established a valid basis for ending the tenancy agreement.
- [4] The tenancy agreement continues in full force and effect.

**BACKGROUND**

- [5] The Unit is an apartment in a multi-unit building (the "Residential Property").
- [6] On March 1, 2025, the parties entered into a written, month-to-month tenancy agreement. An \$875.00 security deposit was paid at the beginning of the tenancy. Rent of \$875.00 is due on the first day of the month.
- [7] On April 2, 2025, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of May 2, 2025 (the "Notice") for the following reason:

*You or someone you have allowed on the property have engaged in illegal activity on the property.*

The particulars of termination stated:

*On March 29, [the Tenant] was caught on security footage breaking into the communal coin-operated laundry machine provided to the tenants at the property. This illegal activity is a violation of the tenancy agreement and has resulted in significant disruption and damage to the property. As a result, the tenancy is being terminated effective May 2 2025.*

- [8] This effective date is automatically changed to May 31, 2025, under section 54 of the *Residential Tenancy Act* (the "Act").
- [9] On April 11, 2025, the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* with the Residential Tenancy Office (the "Rental Office") disputing the Notice.
- [10] On April 17, 2025, the Tenant filed an amended *Form 2(A) Tenant Application to Determine Dispute* (the "Application") with the Rental Office.
- [11] On April 29, 2025, the Rental Office emailed the parties notice of a teleconference hearing scheduled for May 15, 2025.
- [12] On May 12, 2025, the Rental Office emailed a 13-page PDF and four videos (the "Evidence Package") to the parties.
- [13] On May 15, 2025, the Tenant and the Landlord's representative (the "Representative") participated in the teleconference hearing. The parties confirmed receipt of the Evidence Package and that all evidence submitted to the Rental Office was included.

**ISSUE**

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

**ANALYSIS**

- [14] The Representative stated that on March 29, 2025, the Tenant and an unknown male broke into the coin-operated washing machine at the Residential Property. The Representative stated that there was damage to the washing machine, and coins were taken. Four security camera videos of the incident were submitted as evidence.
- [15] The Representative stated that the incident was reported to the police. He stated that the police have charged the male in the videos, but the Tenant has not been charged. The Representative stated that he believes that although the Tenant was not charged, the videos show that the Tenant and the male worked together to damage the washing machine.
- [16] The Representative stated that if the Tenant was not involved in the incident, then she should have reported it to the Landlord. The Representative stated that the Tenant's failure to report the incident should still be grounds for eviction.
- [17] The Tenant disputed that she was involved in the damage or theft involving the washing machine. She stated that she knows who the male in the video is, but that he was visiting another tenant in the building. The Tenant denied providing the male with access to the Residential Property.
- [18] The Tenant stated that when she went to do her laundry, the male was already breaking into the washing machine. She stated that she did not know what to do when she saw what was occurring. The Tenant stated that she just put her money in the laundry machine and did her laundry. She stated that she paid for her wash and did not get a free wash or steal any money.
- [19] The Tenant stated that she spoke to the police, and she was not charged with anything. The Tenant acknowledged that she did not report the incident to the Landlord.
- [20] Clause 61(1)(e) of the Act states that 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 engaged in illegal activity that*
- (i) has caused or is likely to cause damage to the landlord's property,*  
*(ii) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or*  
*(iii) has jeopardized or is likely to jeopardize a lawful right or interest of the landlord or another occupant.*
- [21] I find that the Landlord has not provided sufficient evidence to establish that the Tenant or a person permitted on the Residential Property by the Tenant has engaged in illegal activity under clause 61(1)(e) of the Act.
- [22] The Tenant stated that she has not been charged with illegal activity, and she denied that she was involved with damaging the washing machine. The Representative confirmed that the police have not charged the Tenant with illegal activity, and only the male in the videos has been charged.
- [23] The Tenant denied that she allowed the male on the Residential Property, and I find that the Landlord has not provided sufficient evidence to establish that the Tenant allowed the male on the Residential Property.
- [24] I note that the videos do not depict the Tenant damaging the washing machine or taking any money from the washing machine. I find that the Landlord's video evidence does not sufficiently establish that the Tenant and the male were involved in damaging the washing machine together.

- [25] The Tenant acknowledged that she did not report the damage to the washing machine to the Landlord, and the Representative stated that failing to report the incident should still be grounds for eviction. However, I note that clause 61(1)(e) states that the Tenant must “engage” in illegal activity to establish a breach of the Act.
- [26] I find that failing to report an incident of illegal activity is not the equivalent of engaging in illegal activity. Therefore, I find that the Landlord has not established grounds for the termination of the tenancy agreement under clause 61(1)(e) of the Act.

### CONCLUSION

- [27] I find that the Notice is not valid, and the Application is allowed.

### IT IS THEREFORE ORDERED THAT

1. The Landlord has not established a valid basis for ending the tenancy.
2. The tenancy agreement continues in full force and effect.

**DATED** at Charlottetown, Prince Edward Island, this 20th day of May, 2025.

(sgd.) Mitch King

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**Mitch King**  
**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.