

INTRODUCTION

- [1] The Landlord seeks termination of the tenancy agreement between the Landlord and the Tenant.
- [2] The Tenant disputes termination of the tenancy agreement.
- [3] The Tenant seeks termination of the tenancy agreement between the Tenant and the Subtenant.
- [4] The Subtenant disputes termination of the tenancy agreement.

DISPOSITION

- [5] I find that the Landlord has not established a valid basis for ending the tenancy.
- [6] I find that the Tenant has not established a valid basis for ending the tenancy.
- [7] The tenancy agreements continue in full force and effect.

BACKGROUND

- [8] The Landlord owns a mobile home park (the "Residential Property") and rents a mobile home site (the "Site") to the Tenant. The Tenant owns a mobile home (the "Mobile") located on the site. The Tenant rents the Site and the Mobile (the "Unit") to the Subtenant.
- [9] In 2020, the Landlord and Tenant entered into a written, monthly tenancy agreement. Rent is \$208.00 due on the first day of the month. No security deposit was required.
- [10] In June 2023, the Tenant and Subtenant entered into a written, monthly tenancy agreement. Rent is \$850.00 due on the first day of the month. A security deposit of \$850.00 was paid.
- [11] On April 12, 2025, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of May 31, 2025 (the "Tenant Notice") for the following reasons:
 - You or someone you have allowed on the property have disturbed, endangered others or put the landlord's property at significant risk;*
 - You or someone you have allowed on the property has caused damage to the rental unit;*
 - You have failed to comply with a material term of the tenancy agreement despite written warning.*
- [12] The particulars of termination stated "SEE APPENDIX A," and the Landlord provided an additional two-page document along with the Tenant Notice.
- [13] On April 14, 2025, the Tenant served the Subtenant with a *Form 4(A) Eviction Notice* with an effective date of May 31, 2025 (the "Subtenant Notice") for the same reasons as the Tenant Notice.
- [14] On April 18, 2025, the Subtenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Subtenant Application") with the Residential Tenancy Office (the "Rental Office") disputing the Subtenant Notice.
- [15] On April 22, 2025, the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Tenant Application") with the Rental Office disputing the Tenant Notice.
- [16] On May 2, 2025, the Rental Office emailed the parties notice of a teleconference hearing scheduled for May 20, 2025.
- [17] On May 15, 2025, the Rental Office emailed the parties a 90-page PDF (the "Evidence Package").

- [18] On May 20, 2025, the Tenant, the Subtenant, and the Representative joined the teleconference hearing for determination of the Tenant and Subtenant Applications. The parties confirmed they received the Evidence Package and that all documents submitted to the Rental Office were included.

PRELIMINARY MATTER

- [19] At the beginning of the hearing, the Representative stated that the copy of the Tenant Notice included in the Evidence Package had been amended and re-served to the Tenant on April 12, 2025 (the "Amended Tenant Notice"). The Tenant provided a copy of the Amended Tenant Notice to the Rental Office, and a copy was forwarded to the Subtenant. I note that the Tenant Notice and Amended Tenant Notice have the same reasons for termination indicated, and only the particulars for termination are different.
- [20] I find that the Tenant Application also disputes the Amended Tenant Notice.

ISSUE

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

ANALYSIS

- [21] The Representative stated that the Subtenant is causing problems in the Residential Property and that she wants the Tenant to evict the Subtenant. The Tenant stated that he agreed with the Representative's reasons for termination and is seeking termination of the Subtenant's tenancy agreement.
- [22] The Representative stated that she has been harassed and threatened by the Subtenant. The Representative submitted messages between the parties, as well as other anonymous Facebook messages that the Representative believes the Subtenant had authored.
- [23] The Representative stated that she and the Subtenant had some heated exchanges through text messages and in person. She stated that she had once yelled at the Subtenant's boyfriend because he was speeding in the Residential Property.
- [24] The Representative stated that in the Spring of 2025, the Subtenant allowed an individual in the Residential Property who had been banned from the park. When the Representative told the Subtenant that the individual was not supposed to be in the Residential Property, the Subtenant and her family swore at the Representative. The Representative called the police but did not press charges.
- [25] The Representative stated that the Subtenant previously had 36 bags of garbage and a mattress in her yard. In December 2024, the Tenant hired someone to help the Subtenant clean up the garbage. The Representative stated that there are currently some bags of garbage in the Subtenant's yard.
- [26] The Tenant stated that he paid someone to clean up the garbage around the mobile home in December 2024. He does not know what the current condition of the yard is.
- [27] The Representative stated that the Subtenant has two dogs, and she was not given permission to have dogs in the Residential Property. The Tenant stated that he permits pets in the mobile home if the Representative permits the pets in the park. The Tenant stated that he was not aware that the Subtenant had the dogs.

- [28] The Subtenant stated that she was not aware that the individual who was at her Unit in the Spring was not allowed in the park. She stated that a person with the Representative started yelling and swearing at the Subtenant regarding the individual. The Subtenant stated that she spoke to the police about the incident and that she has not allowed the individual back in the Residential Property. The Subtenant denied that she authored the anonymous Facebook messages.
- [29] The Subtenant stated that her grandfather was going to help her clean up the garbage bags in the yard, but he passed away, and she was unable to use his truck. The Subtenant stated that her neighbour helped her to clean up the garbage. The Subtenant stated that she has a few bags of recyclables next to the mobile home and will dispose of them when she has enough for a vehicle load. The Subtenant stated that the submitted photos of her property were taken in April 2025 and show that the current condition of her yard is clean.
- [30] The Subtenant stated that she had previously received permission from the Representative to have a dog, but that dog went to live somewhere else for a while. She stated that she recently took the dog back and did not think she needed to get permission again for the same dog. The Subtenant also submitted a note from her doctor stating that she had two dogs.

Behaviour

- [31] Clause 61(1)(d) of the *Residential Tenancy Act* (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*
- (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.*
- [32] The Representative and Subtenant had differing accounts regarding the incident that took place in the Spring of 2025. Neither party provided additional independent evidence, such as witness testimony, to assist in establishing further context for this incident. The Tenant stated he was not present during this incident.
- [33] However, I find that the evidence does sufficiently establish that the Representative and Subtenant have sent several text messages to each other containing swear words and rude remarks.
- [34] I note that the Act states that a landlord may end a tenancy if a tenant, and by extension a subtenant, or a person permitted on the residential property by the tenant, unreasonably disturbs the landlord of the residential property. However, section 22 of the Act also states that a tenant (subtenant) is entitled to the quiet enjoyment of the rental unit and freedom from unreasonable disturbance.
- [35] In this case, I find that it would be unreasonable to terminate the tenancy based on the Subtenant's behaviour, when the Representative has exhibited similar behaviour towards the Subtenant.
- [36] The parties are reminded to ensure that any future interactions remain civil and do not contravene the requirements set out in the Act.

Damage

- [37] Clause 61(1)(f) 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 caused unreasonable damage to a rental unit or the residential property.

- [38] Rental unit is defined in subsection 1(o) of the Act as:

“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.

- [39] In the case of the Landlord and the Tenant, the “rental unit” is the Site. I find that there is insufficient evidence to establish that the Tenant or Subtenant has damaged the Site or Residential Property.

- [40] In the case of the Tenant and the Subtenant, the “rental unit” is the Unit (Mobile and Site). I find that there is also insufficient evidence to establish that the Subtenant has damaged the Unit.

Material Term

- [41] Clause 61(1)(h) 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

(i) has failed to comply with a material term of the tenancy agreement, and

(ii) has not corrected the situation within a reasonable time after the landlord has given written notice to do so.

Garbage

- [42] I find that there is insufficient evidence to establish a breach of a material term of the tenancy agreement regarding garbage.

- [43] There was no evidence submitted to establish that the Representative provided the Tenant, or the Tenant provided the Subtenant, with written notice to clean up any garbage. I note that a written notice is required under clause 61(1)(h)(ii) to establish a breach of a material term of the tenancy agreement.

- [44] Furthermore, the parties agreed that the 36 bags of garbage and mattress had been cleaned up in December 2024, and there is insufficient evidence that the yard is presently in a similar condition.

Dogs

- [45] I find that there is insufficient evidence to establish a breach of a material term of the tenancy agreement regarding the Subtenant’s dogs.

- [46] The Subtenant provided a text message that she had received from the Tenant, stating that her dogs had to be removed because the Representative had not given her permission. However, the text message is not dated, and there is insufficient evidence of any other written warning provided by the Landlord or the Tenant regarding the dogs. As such, I am unable to determine when a “reasonable time” to comply after receiving this written notice would be.

[47] Furthermore, none of the parties submitted a copy of their respective tenancy agreements as evidence. As such, I find that there is insufficient evidence to establish that the parties agreed that a material term of the tenancy agreement was that dogs were only allowed in the Residential Property with the Landlord's permission.

CONCLUSION

[48] The Tenant Notice, the Amended Tenant Notice and the Subtenant Notice are all invalid.

[49] The Tenant Application and the Subtenant Application are allowed.

[50] The tenancy agreements between all parties will continue in full force and effect.

IT IS THEREFORE ORDERED THAT

1. The tenancy agreements between all parties will continue in full force and effect.

DATED at Charlottetown, Prince Edward Island, this 26th day of May, 2025.

(sgd.) Mitch King

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.