

**INTRODUCTION**

- [1] This decision determines an application filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "Act").
- [2] The Landlord served an eviction notice to the Tenant seeking to end the tenancy based upon the Tenant's behaviour towards the Landlord's employees, contractors and other tenants.

**DISPOSITION**

- [3] I find that there is insufficient evidence to support the reason for ending the tenancy contained in the Notice.
- [4] The tenancy agreement remains in full force and effect and the Tenant can continue living in the Unit.

**BACKGROUND**

- [5] The Unit is a one-bedroom, one-bathroom apartment located in a 96-unit building (the "Residential Property") that the Landlord has operated since 1975 or 1976.
- [6] The parties entered into a written, month-to-month tenancy agreement that started on August 1, 2020 (the "Tenancy Agreement"). Rent in the amount of \$479.00 is due on the first day of the month and a security deposit was not required.
- [7] On April 28, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* effective May 30, 2025 under clause 61(1)(d) of the *Act* (the "Notice"). The particulars of termination stated:
- "Due to your repeated and ongoing conduct toward [the Landlord], contractors and tenants, we are terminating your lease effective May 30/25. Inappropriate and unacceptable behavior has continued despite verbal and written warnings and has disturbed and endangered staff and others in the building. Final written warning was presented on Feb 19, 2025."*
- [8] I note that the effective date is automatically corrected to May 31, 2025, the minimum notice period, under section 54 of the *Act*.
- [9] On May 5, 2025 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Application") with the Rental Office disputing the Notice.
- [10] On May 15, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for June 10, 2025 along with a copy of the Application.
- [11] On June 6, 2025 the Rental Office provided the parties with a 66-page PDF (the "Evidence Package").
- [12] On June 9, 2025 the Rental Office sent additional Tenant evidence to the parties, being two video recordings and a written statement.
- [13] On June 10, 2025 the Tenant, the Tenant's witness ("TW1"), the Landlord's representative (the "Representative"), and the Landlord's two witnesses ("LW1" and "LW2") participated in a teleconference hearing. The parties confirmed receipt of the Evidence Package and the additional Tenant evidence and confirmed that all evidence submitted was included.

**ISSUE**

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

**ANALYSIS**

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

[15] 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..."*

[16] For the reasons below, I find that the Landlord has not established a valid basis contained in the Notice for ending the Tenancy Agreement.

[17] The Landlord seeks to end the Tenancy Agreement under 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.*

[18] The particulars of the Notice allege that the Tenant has engaged in behaviour that has negatively impacted other tenants and occupants.

[19] However, no tenants or occupants of the Residential Property participated in the teleconference hearing as witnesses for the Landlord. The Representative stated that other tenants are fearful of the Tenant.

[20] The only tenants that participated in the hearing were the Tenant and TW1, who both disputed the Landlord's allegations.

[21] I have insufficient evidence to find that the Tenant has significantly interfered with or unreasonably disturbed other tenants or occupants of the Residential Property.

[22] The Landlord also claims that the Tenant has engaged in behaviour breaching clause 61(1)(d) towards the Landlord's employees and contractors.

[23] However, the Representative and LW2 have limited direct evidence regarding the allegations against the Tenant. Much of the Landlord's evidence is based upon unsworn documents that the Tenant denied, contested or provided additional context for during the hearing.

[24] LW1 was involved in some of the incidents with the Tenant. However, there is conflicting evidence regarding part of the incidents and I am unable to conclude that the Tenant engaged in behaviour breaching clause 61(1)(d).

[25] The Landlord claimed that the Tenant is frequently video recording its employees and contractors.

[26] The Landlord did not submit security camera videos into evidence because it does not contain audio. However, even without audio, video recordings could have corroborated some of the

Landlord's claims such as when incidents occurred, who was present, facial expressions, body language, the length of incidents and where the persons involved were located.

- [27] The Tenant denied constantly video recording the Landlord's employees and contractors.
- [28] The Tenant submitted into evidence a video dated May 24, 2024 which is one minute and 45 seconds long. This video is recorded by the Tenant in a common area of the Residential Property.
- [29] This Tenant's evidence and video indicate the following context. The Landlord's two employees were not previously known to the Tenant. The employees were in plain clothes, not wearing uniforms or highly visible badges indicating their employment with the Landlord.
- [30] The employees attended the Residential Property to provide warning letters to the Tenant and another tenant, who have separate tenancy agreements.
- [31] The most problematic behaviour shown in this video is aggressive behaviour by the other tenant.
- [32] The evidence of the parties is that this other tenant continues to live in the Residential Property.
- [33] It is expected that landlords will investigate complaints in a timely manner and make a decision whether or not to issue a warning letter or serve an eviction notice. I note that this incident occurred over a year ago.
- [34] The Tenant's second video is dated May 27, 2024 and is 47 seconds long. This video is also recorded by the Tenant in a common area of the Residential Property.
- [35] At the beginning of the video the Tenant states that the person he is recording has just told the Tenant to "*go fuck himself*" and the Tenant asks the person to repeat the statement now that he is being recorded.
- [36] I note that it would be reasonable for the Tenant to start the recording if the person did in fact tell the Tenant to "*go fuck himself*" immediately before the recording.
- [37] I note this person provided a written statement. However, this person did not participate in the teleconference hearing to answer questions regarding the events preceding the Tenant's recording.
- [38] I find that there is insufficient evidence to establish that the Tenant is frequently recording the Landlord's employees and contractors.

**CONCLUSION**

[39] The Notice is invalid and the Application is allowed.

[40] I note that significantly interfering or unreasonably disturbing a landlord's employees is a valid basis for ending a tenancy agreement. In this case I have insufficient evidence to make this finding.

**IT IS THEREFORE ORDERED THAT**

1. The Tenancy Agreement remains in full force and effect and the Tenant can continue living in the Unit.

**DATED** at Charlottetown, Prince Edward Island, this 13th day of June, 2025.

(sgd.) Andrew Cudmore

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**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 **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.