

INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office (“Rental Office”) under the *Residential Tenancy Act* (“Act”).
- [2] The Tenants filed an application disputing eviction notices served by the Landlords for non-payment of rent, disturbing and endangering others, causing damage to the Unit and breaching a material term of the tenancy agreement.

DISPOSITION

- [3] The tenancy is terminated effective 5:00 p.m. on June 24, 2025. The Tenants and all occupants must vacate the Unit by this time and date.

BACKGROUND

- [4] On February 3, 2025 the parties entered into a written, fixed-term tenancy agreement with an end date of February 3, 2026. A \$2,000.00 security deposit was paid. Rent in the amount of \$2,900.00 is due on the third day of the month. The Tenancy Agreement states that the Unit is a single family home.
- [5] The parties were part of a prior Rental Office eviction dispute.
- [6] On April 24, 2025 the Rental Office issued Order LD25-150, which is included in the evidence. The Landlords appealed Order LD25-150 to the Island Regulatory and Appeals Commission (“Commission”).
- [7] On May 2, 2025 the Tenants filed a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office seeking a return of rent and compensation for breach of their right to quiet enjoyment. This application is determined in Order LD25-216.
- [8] On May 5, 2025 the Landlords served the Tenants with a *Form 4(A) Eviction Notice* effective May 25, 2025 for non-payment of rent, disturbing and endangering others, causing damage to the Unit and breaching a material term of the tenancy agreement (“First Notice”). No particulars of termination were stated on the First Notice.
- [9] On May 5, 2025 the Landlords served the Tenants with a second *Form 4(A) Eviction Notice* effective May 25, 2025 (“Second Notice”). The Second Notice appears to be identical to the First Notice, but with particulars of termination, which stated:

“non-payment, damage to property, including landscape, home, personal property contents and breach of material term.”

- [10] On May 5, 2025 the Landlords served the Tenants with a third *Form 4(A) Eviction Notice* effective June 5, 2025 (“Third Notice”) for disturbing and endangering others, damage to the Unit and breaching a material term of the tenancy agreement. The particulars of termination stated:

“e) endangering neighbours by allowing dogs to run loose in community despite complaints. g) The additional occupants you allowed in have damaged the home. I) You have repeatedly lied about your intentions with the property.”

- [11] On May 5, 2025 the Landlords served the Tenants with a fourth *Form 4(A) Eviction Notice* effective May 25, 2025 (“Fourth Notice”) for non-payment of rent in the amount of \$2,900.00.
- [12] Collectively, the First Notice, Second Notice, Third Notice and Fourth Notice are called (“Notices”).

- [13] On May 7, 2025 the Landlords filed a *Form 2(B) Landlord Application to Determine Dispute* with the Rental Office seeking earlier termination of the tenancy agreement. This application is determined in Order LD25-216.
- [14] On May 15, 2025 the Tenants filed another *Form 2(A) Tenant Application to Determine Dispute* ("Application") with the Rental Office disputing the Notices, which is the subject of this decision.
- [15] On May 29, 2025 the Rental Office mailed and emailed the parties notice of a paper based hearing.
- [16] On June 6, 2025 the Rental Office made available a 346-page PDF document ("Evidence Package Part 1") and a 315-page PDF document ("Evidence Package Part 2") which included 8-video recordings.
- [17] On June 13, 2025 the Rental Office made available a 115-page PDF document ("Response Evidence Package") which included 5-video recordings.
- [18] On June 17, 2025 this Order was issued to the parties.

ISSUE

- A. Must the Tenants and all occupants vacate the Unit due to the Notices?

ANALYSIS & FINDINGS

- [19] The Landlords have the onus to prove, on the civil standard of the balance of probabilities, a valid reason to end the tenancy.
- [20] In Order LR24-64, the 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..."

- [21] In this case, the Landlords selected four reasons for ending the tenancy under clauses 60(1), 61(1)(d), (f) and (h) of the *Act*, which state:

60(1) *A landlord may end a tenancy if rent is unpaid after the day it is due, by giving a notice of termination effective on a date that is not earlier than 20 days after the date the tenant receives the notice.*

61(1) *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;*

(f) *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.*

(h) *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.*

[22] For the reasons below, I find that the Notices, particularly the First Notice, Second Notice and Fourth Notice are valid with regard to non-payment of rent. The Application is denied and the tenancy is terminated.

Non-Payment of Rent

[23] Based upon the evidence presented, I find that the Tenants have not paid rent for May 2025 and June 2025.

[24] The Landlords provided evidence that rent was not paid when it was due on May 3, 2025. The Notices were served to the Tenants on May 5, 2025. The Tenants also did not pay June 2025's rent when it was due on June 3, 2025. The Landlords provided evidence that the outstanding rental arrears are \$5,800.00. The Landlords did not give permission to the Tenants to withhold or suspend paying the rent when due.

[25] The Tenants provided evidence that the rent was withheld because the Tenants believe that the Landlords have harassed and disrupted their quiet enjoyment.

[26] Subsection 19(1) of the *Act* states:

- (1) *A tenant shall pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has an express right under this Act to deduct or withhold all or a portion of the rent.*

[27] I note that subsection 19(1) clearly sets out the Tenants' obligation to pay rent when it is due and the Tenants cannot deduct or withhold rent unless expressly permitted under the *Act*.

[28] The Tenants' defense for withholding rent is based upon allegations that the Landlords have harassed and breached the Tenants' quiet enjoyment. However, I find that the *Act* does not expressly give a tenant the right to withhold or deduct rent under such circumstances.

[29] Section 59 of the *Act* states:

Where a landlord contravenes the obligations set out in sections 22 to 24 and 26 to 29, a material term of the tenancy agreement or a statutory condition set out in Part 2, the tenant may make an application to the Director under section 75 for an order as specified under subsection 85(1).

[30] I note that section 22 of the *Act* outlines the Tenants' right to quiet enjoyment. The Tenants had a right under the *Act* to file an application seeking a remedy for such allegations. However, I find that the Tenants did not have an express right under the *Act* to withhold rent due to the alleged contraventions.

[31] I find that the rent owing on May 5, 2025, the date the Notices were served, was not paid by May 15, 2025. Therefore, the non-payment of rent reason selected on the Notices was not invalidated under clause 60(4)(a) of the *Act*, which states:

- Within 10 days after receiving a notice of termination under this section, the tenant may*
(a) *pay the overdue rent, in which case the notice of termination has no effect.*

- [32] The evidence does not establish that the Notices were waived, the tenancy was reinstated or a new tenancy was created under section 74 of the *Act*.
- [33] For these reasons, I find that the Notices, particularly, the First Notice, the Second Notice and the Fourth Notice are valid regarding non-payment of rent and the claim in the Application disputing the Notices is denied.
- [34] It is unnecessary for me to determine the Landlords' other reasons in the Notices for ending the tenancy agreement as it is ended for non-payment of rent.
- [35] The Tenants and all occupants must vacate the Unit by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective **5:00 p.m. on June 24, 2025**.
2. The Tenants and all occupants must vacate the Unit by this time and date.
3. A certified copy of this Order may be filed in the Supreme Court and enforced by Sheriff Services as permitted by the *Act*.

DATED at Charlottetown, Prince Edward Island, this 17th day of June, 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 **7 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.