

## INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office (“Rental Office”) under the *Residential Tenancy Act* (“Act”).
- [2] The Tenant filed an application disputing an eviction notice served by the Landlord’s representative (“Representative”) for unreasonably disturbing others.

## DISPOSITION

- [3] I find that the Landlord and the Tenant have settled the dispute and the tenancy is terminated by the time and date below.

## BACKGROUND

- [4] The Unit is a bachelor apartment with one-bathroom, in a 61-unit building (“Residential Property”).
- [5] On March 31, 2025 the parties entered into a written, fixed-term tenancy agreement for the period of April 1, 2025 to March 31, 2026. The Tenant paid a \$500.00 security deposit. The rent is \$995.00 due on the first day of the month.
- [6] On May 22, 2025 the Representative served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of June 30, 2025 for unreasonably disturbing others (“Notice”). The particulars of termination stated:

*“Continued harassment of staff (GM + owner). Incident took place on property - police report was filed.”*
- [7] On May 28, 2025 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (“Application”) with the Rental Office disputing the Notice.
- [8] On June 2, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for June 19, 2025.
- [9] On June 13, 2025 the Rental Office sent the parties an evidence package containing a 50-page PDF and 6-video-recordings via TitanFile.
- [10] On June 19, 2025 the Tenant, the Representative and three Landlord witnesses (“LW1”, “LW2” and “LW3”) joined the teleconference for determination of the Application. The parties confirmed they received the evidence package and that all evidence submitted was included.

## ISSUE

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

## THE LAW

- [11] The Landlord has the onus to prove, on the civil standard of the balance of probabilities, a valid reason to end the tenancy.
- [12] In Order LR24-64, the Island Regulatory and Appeals Commission (“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...”*

- [13] In this case, the Landlord selected one reason for ending the tenancy under clause 61(1)(d) of the Act, which state:

*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;*

## SETTLEMENT

- [14] At the hearing, the Representative led evidence regarding the Tenant's behaviour which had unreasonably disturbed staff and other tenants in the Residential Property.
- [15] LW1 provided direct evidence about their experience with the Tenant and how the Tenant's behaviour has unreasonably disturbed their employment at the Residential Property.
- [16] LW2 and LW3 provided direct evidence about their experience with the Tenant and how the Tenant's behaviour has unreasonably disturbed them as tenants living at the Residential Property.
- [17] The Tenant provided direct evidence with context to the reason stated on the Notice. The Tenant did not dispute ending the tenancy, however, wanted more time to find a new rental unit.
- [18] At the hearing, the parties settled the Application on the following terms:
- The Notice is valid.
  - The tenancy will end effective 5:00 p.m. on July 31, 2025. The Tenant and all occupants will vacate the Unit by this time and date.

- [19] The settlement is ordered below.

## IT IS THEREFORE ORDERED THAT

1. The tenancy agreement is terminated effective **5:00 p.m. on July 31, 2025.**
2. The Tenant 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 19th day of June, 2025.

(sgd.) Cody Burke

**Cody Burke**  
**Residential Tenancy Officer**

## NOTICE

### Right to Appeal

The parties may seek to appeal this Order 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.