

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 seeks an order requiring the Tenant and all occupants to vacate the Unit for putting the Landlord’s property at significant risk, illegal activity, and damaging the rental unit.

DISPOSITION

- [3] I find that the Tenant and all occupants must vacate the Unit by the timeline below.

BACKGROUND

- [4] The Unit is an apartment located in a triplex building (the “Residential Property”).
- [5] In 2019, the parties entered into an oral, month-to-month tenancy agreement for the Unit. Rent of \$650.00 is due on the first day of the month. A security deposit was not required.
- [6] On September 17, 2024, the parties participated in a Rental Office hearing regarding a dispute over an eviction notice for behaviour. On September 18, 2024, the Rental Office ordered that the tenancy between the parties was to terminate effective September 30, 2024 (Order LD24-307).
- [7] On September 25, 2024, the Tenant appealed Order LD24-307. On October 24, 2024, the parties participated in a hearing before the Island Regulatory and Appeals Commission (the “Commission”). On December 13, 2024, the Commission reversed Order LD24-307 and ordered that the tenancy between the parties shall continue (Order LR24-070).
- [8] On April 24, 2025, the Landlord served the Tenant with a *Form 4(A) Eviction Notice*, effective May 31, 2025 (the “Notice”), for putting the Landlord’s property at significant risk, engaging in illegal activity, and damaging the rental unit. The particulars of termination stated:
- “Constant police presence, 2 instances of police forcefully entering apartment. Due to tenants living conditions, apartment is uninhabitable. Extreme hoarding is a fire and pest risk. Tenant purposely broke window.”*
- [9] On June 12, 2025, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the “Application”) with the Rental Office seeking vacant possession of the Unit and for the Sheriff to put the Landlord in possession.
- [10] On June 13, 2025, the Rental Office mailed and emailed the Landlord notice of a teleconference hearing scheduled for June 24, 2025. The Landlord served the Tenant a copy of the notice of teleconference hearing.
- [11] On June 20, 2025, the Rental Office emailed a 33-page PDF to the Landlord (the “Evidence Package”). The Landlord served the Tenant a copy of the Evidence Package.
- [12] On June 23, 2025, the Rental Office emailed the parties notice of a rescheduled teleconference hearing for July 3, 2025.
- [13] On June 30, 2025, the Rental Office emailed a 34-page PDF to the parties (the “Updated Evidence Package”).
- [14] On July 3, 2025, the Rental Office mailed the parties notice of a rescheduled teleconference hearing for July 4, 2025.

- [15] On July 4, 2025, the Rental Office emailed the parties notice of a rescheduled teleconference hearing for July 7, 2025.
- [16] On July 7, 2025, the Landlord's representatives (the "Representatives"), the Landlord's witness, the Tenant, and the Tenant's witnesses participated in a teleconference hearing. The parties stated they received copies of the evidence packages and that all submitted evidence was included.

ISSUE

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

ANALYSIS

- [17] The Representatives stated that they have been having issues with the Tenant since she moved into the Unit. The Representatives submitted two letters from the Summerside Police Services, which detailed calls for service to the Unit and Residential Property. The letters from the police state in part:
- a. On January 1, 2025, the Tenant reported that there were bugs in her walls but declined medical assistance.
 - b. On February 6, 2025, the Tenant reported to police that she did not have any fentanyl for her son, and he was throwing her around. Police attended the Unit, but the Tenant's son had already left.
 - c. On March 23, 2025, police attended the Unit because the Tenant's son was being aggressive with the Tenant. The Tenant was under the influence of mind-altering substances.
 - d. On April 7, 2025, the police attended the Unit because the Tenant's son was threatening to harm the Tenant. Police obtained a warrant and arrested the Tenant's son in the Unit, damaging the Unit's door in the process.
 - e. On April 23, 2025, the police attended the Unit in response to a report of someone smashing and yelling at the Unit. Police attended and found that the Tenant had been locked out of the Unit. The Landlord was contacted to let the Tenant back into the Unit.
 - f. On April 23, 2025, police were called to the Unit a second time because the Tenant broke a window at the Unit to get inside. The Tenant was charged with Mischief as a result of the damage. The Representatives stated that they are unsure of the current status of the Mischief charge.
 - g. On May 17, 2025, the Tenant reported to police that a friend brought her fentanyl, and she was seeing things in the Unit.
- [18] The Landlord's witness stated that she lives in the Residential Property. She stated that ever since the Tenant moved into the Unit, there has been continuous noise and yelling at the Unit, and the police are constantly at the Unit. The Landlord's witness stated that the night before the hearing, the Tenant was banging and yelling in the Unit. The Landlord's witness stated that she observed the Tenant break the Unit's window on April 23, 2025.
- [19] The Tenant stated that on April 7, 2025, the police did not attend the Unit for her, but rather due to her son's actions. Her son now has a stay away order for the Unit. She stated that the police broke the Unit's door and window when they entered to arrest her son.

- [20] The Tenant stated that when she broke the Unit's window on April 23, 2025, it was because she was locked out of the Unit and she did not want to wait for the Landlord to let her back inside. She stated that the police had already broken the window, and she had just finished breaking the window so she could get into the Unit. She stated that the Mischief charge has been dropped.
- [21] The Tenant stated that she wants to move out of the Unit, but she needs more time to find a new place to live.
- [22] The Tenant's witnesses stated that police are not at the Unit very frequently. The police were only at the Unit due to the Tenant's son's actions, and her son is not allowed back at the Unit. The Unit needs repairs, but the Landlord stated that he would not repair the Unit until the Tenant moves out.
- [23] The Landlord's reasons for terminating the tenancy are under clauses 61(1)(d), (e) and (f) of the Act, which state:

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;

(e) 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;

(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.

- [24] I find that the Landlord has established that the Tenant has breached clauses 61(1)(d) and (f) of the Act by unreasonably damaging the Unit and putting the Landlord's property at significant risk. The parties both agreed that the Tenant damaged a window at the Unit, and this was further corroborated by a letter from the police and the Landlord's witness.
- [25] Although the Tenant stated that she only broke an already broken window because she did not want to wait for the Landlord to unlock the door, I find that this is not a sufficient reason to justify damaging the rental unit.
- [26] As the Representatives have established valid grounds for termination of the tenancy agreement, I do not need to make a determination regarding the Landlord's additional grounds for eviction.

Deeming Provisions

[27] Subsections 61(5) and (6) of the Act state:

(5) A tenant may dispute a notice of termination under this section by making an application to the Director under section 75 within 10 days after the date the tenant receives the notice.

(6) Where a tenant who has received a notice of termination under this section does not make an application to the Director in accordance with subsection (5) the tenant

(a) is deemed to have accepted that the tenancy ends on the effective date of the notice of termination;

(b) and shall vacate the rental unit by that date.

[28] The Landlord served the Notice on April 24, 2025, and the Tenant had 10 days to apply to the Rental Office to dispute the Notice. Subsection 61(6) of the Act states that if a tenant does not apply within 10 days, the tenant is deemed to have accepted the end of the tenancy and shall vacate by the stated vacate date in the notice of termination.

[29] I find that the Tenant did not file an application to set aside the Notice within 10 days and is therefore deemed to have accepted the Notice.

CONCLUSION

[30] I find that the Notice is valid and the Application is allowed.

[31] The Tenant 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 July 15, 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 8th day of July, 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 **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.