

INTRODUCTION

- [1] This decision determines two applications 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 disturbing and endangering others.
- [3] The Representative filed an application seeking earlier termination of the tenancy.

DISPOSITION

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

BACKGROUND

- [6] The Unit is a motel room with bathroom in a twenty-two-unit building, converted into long-term residential use (“Residential Property”) owned by a numbered company. The Landlord is a separate property management company who manages the Residential Property.
- [7] On March 1, 2025 the parties entered into a written, monthly tenancy agreement for the Unit. The Tenant paid a \$875.00 security deposit. Rent in the amount of \$875.00 is due on the first day of the month.
- [8] On June 9, 2025 the Representative served the Tenant with a *Form 4(A) Eviction Notice* effective July 9, 2025 under clause 61(1)(d) of the *Act* (“Notice”). The particulars of termination stated:

“The tenant has repeatedly disturbed and endangered other residents through aggressive and threatening behavior. Incidents include physical assault on another tenant, attempted forced entry into a unit, and frequent verbal abuse directed at multiple neighbors. Tenants in adjacent units have reported feeling unsafe due to loud banging, yelling, and threats, some of which were directed at specific individuals and pets. The tenant’s conduct has caused significant disruption to the peaceful enjoyment of the property by others and poses a risk to their safety and well-being. Should the tenant dispute this termination, video and dated incident evidence will be provided.”
- [9] I note that the effective date is automatically corrected to July 31, 2025, under section 54 of the *Act* to comply with the minimum notice period in subsection 61(3).
- [10] On June 19, 2025 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (“Tenant Application”) with the Rental Office disputing the Notice.
- [11] On June 27, 2025 the Representative filed a *Form 2(B) Landlord Application to Determine Dispute* (“Landlord Application”) with the Rental Office seeking earlier termination of the tenancy.
- [12] On June 30, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for July 15, 2025.
- [13] On July 11, 2025 the Rental Office emailed the parties a 59-page PDF evidence package.

- [14] On July 15, 2025 the Tenant, the Tenant's witness ("TW1") and the Representative joined the teleconference hearing. The parties confirmed that they received the evidence package and confirmed that all evidence was included.

ISSUE

- A. Must the Tenant vacate the Unit due to the Notice? Is there valid reason to end the tenancy early?

ANALYSIS

THE LAW

- [15] 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.
- [16] 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..."

- [17] For the reasons below, I find that the Landlord has not established a valid basis contained in the Notice for ending the tenancy. Subsequently, the earlier termination is also denied.
- [18] The Landlord seeks to end the tenancy agreement under clause 61(1)(d) of the *Act*, which states:
- (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.*

THE EVIDENCE

- [19] The particulars of the Notice allege that the Tenant has engaged in behaviour that has disturbed and endangered other tenants and occupants at the Residential Property.
- [20] However, no tenants or occupants of the Residential Property participated in the teleconference hearing as witnesses for the Landlord. The Representative stated that the property manager for the Residential Property also would not participate in the teleconference hearing to provide witness testimony.
- [21] The only tenants that participated in the hearing were the Tenant and TW1, who both disputed the Landlord's allegations.
- [22] Particularly, I note that TW1 is a repeatedly named complaining tenant in the Landlord's incident report submitted into evidence. However, TW1 stated that the incident report has many inaccuracies about the events. TW1 stated that the Tenant never pushed her and never attempted to force her way into her rental unit. TW1 stated that she has had some oral arguments with the Tenant where profanities were shared. TW1 stated that despite having complained to the property manager about the Tenant, she does not want the Tenant evicted.

- [23] TW1 stated that she did not witness the Tenant assault another tenant or occupant on the Residential Property.
- [24] The Tenant denied assaulting another tenant or occupant.
- [25] The Representative stated that the Tenant has threatened, assaulted and abused other tenants in the Residential Property. The Representative stated that other tenants in the Residential Property have contacted him worried about their safety due to the Tenant's behaviour.

DETERMINATION

- [26] I have insufficient evidence to find that the Tenant has significantly interfered with or unreasonably disturbed other tenants or occupants of the Residential Property.
- [27] The Representative claims that the Tenant has engaged in behaviour breaching clause 61(1)(d) towards other tenants or occupants in the Residential Property.
- [28] However, the Representative has 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.
- [29] Further, TW1's testimony at the hearing calls into question the reliability of the Landlord's evidence.
- [30] There is conflicting evidence presented by the Landlord and what TW1 testified to at the hearing. I am unable to conclude that the Tenant engaged in behaviour breaching clause 61(1)(d).
- [31] The Notice and the Landlord Application for earlier termination have similar reasons for ending the tenancy agreement. As I have found that the Landlord has not established a valid basis contained in the Notice for ending the tenancy, the earlier termination is also denied.
- [32] When considering a landlord's request for earlier termination, it should be noted that an earlier termination is generally used in exceptional circumstances (see Commission Order LR24-71).
- [33] Further, the Commission in Order LR24-11 stated (paragraph 20):

"This appeal presents a very unique set of facts and the application of subsections 61.(7) and (8) are highly fact dependent. The onus is on a landlord to establish that the facts justify a termination of a tenancy agreement. The legislation allows for the termination of a tenancy agreement where a landlord receives a significant interference or an unreasonable disturbance from a person permitted on the residential property by the tenant."

- [34] In short, even if there was evidence to support a valid reason to end the tenancy, I find that the Landlord's evidence does not establish circumstances that would warrant an earlier termination of the tenancy in this case.

CONCLUSION

- [35] The Notice is invalid and the Tenant Application is allowed.
- [36] The Landlord Application for earlier termination is denied.

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 16th day of July, 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 **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.