

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 Tenant disputes an eviction notice served by the Landlord for disturbing and endangering others, or putting the landlord’s property at significant risk, and for engaging in illegal activity on the property.

DISPOSITION

- [3] I find that the tenancy will continue in full force and effect.

BACKGROUND

- [4] The Unit is an apartment in a multi-unit apartment complex (the “Residential Property”).
- [5] On August 15, 2015, the Tenant and a previous landlord entered into a written, month-to-month tenancy agreement for the Unit. A security deposit of \$500.00 was paid at the beginning of the tenancy.
- [6] The Landlord purchased the Residential Property around December 2017, and the parties entered into a written, month-to-month tenancy agreement for the Unit. Rent is \$904.04 due on the first day of the month.
- [7] On June 10, 2025, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with a vacate date of July 10, 2025 (the “Notice”) for disturbing and endangering others, or putting the landlord’s property at significant risk, and for engaging in illegal activity on the property.
- [8] The Notice’s particulars of termination stated:
- “This notice is to inform you that your tenancy is being terminated due to breaches of the rental agreement. Specifically, police were called to the unit two separate occasions within the past 2 weeks.”*
- [9] I note that the earliest vacate date for the Notice is July 31, 2025, because of the minimum notice period required by subsection 61(3) of the Act. The Notice’s vacate date is automatically corrected to July 31, 2025, under section 54.
- [10] On June 12, 2025, the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the “Application”) with the Rental Office disputing the Notice.
- [11] On June 17, 2025, the Rental Office sent the parties a notice of a teleconference hearing scheduled for July 15, 2025.
- [12] On July 10, 2025, the Rental Office emailed the parties a 72-page PDF (the “Evidence Package”) and updated conference call information.
- [13] On July 15, 2025, the Tenant and three Landlord representatives (the “Representatives”) participated in a teleconference hearing to determine the Application. The parties confirmed that they had received a copy of the Evidence Package and that all evidence that they had submitted to the Rental Office was included.

ISSUE

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

ANALYSIS

- [14] The Landlord's evidence is summarized as follows.
- [15] The Tenant has been disturbing other tenants of the Residential Property and has been engaging in illegal activity by drinking in public on the Residential Property. The Representatives did not witness any of the Tenant's alleged behaviour, but they had received several complaints from other tenants.
- [16] In January 2025, the Tenant was served a warning letter because she was burning sage in the Unit and the smell was bothering other tenants.
- [17] In May and June 2025, the Tenant sent several text messages to the Landlord stating that she was having problems with another tenant (T1).
- [18] On May 30, 2025, the Tenant was outside her Unit and was drinking, swearing and bothering tenants in another unit. Police took the Tenant to the hospital as a result of this incident.
- [19] On June 4, 2025, the police were called to the Residential Property due to the Tenant disturbing others, and the Tenant was instructed to return to her Unit.
- [20] In June 2025, T1 wrote a letter of complaint regarding the Tenant. The letter stated that in June 2025, the Tenant challenged T1 and her son to a fight. The Tenant has sworn at T1's son. The letter stated that the Tenant has also caused other disturbances on the Residential Property.
- [21] In June 2025, a tenant (T2) wrote a letter of complaint regarding the Tenant. The letter stated that in May 2025, the Tenant was drinking, swearing, and crying outside and was taken to the hospital by police. The letter stated that the police also attended the property in June 2025 due to a disturbance and told the Tenant to return home.
- [22] In June 2025, a tenant (T3) wrote a letter of complaint regarding the Tenant. The letter stated that in May 2025, the Tenant was drinking and swearing at T1 and was taken to the hospital by police. The letter stated that the police also attended the property in June 2025 because the Tenant was drinking and causing a disturbance.
- [23] In June 2025, a tenant (T4) wrote a letter of complaint regarding the Tenant. The letter stated T4's son had been in a relationship with the Tenant. The Tenant attended T4's unit and got into an argument with her son, causing a disturbance. The Tenant came back to T4's unit the next day, and police were called as a result.
- [24] The Landlord submitted a letter from the police stating that the police were dispatched to the Residential Property four times between March and June 2025 for complaints regarding: Mental Health Act, Assist General Public, Wellbeing Check, and Trespass Act complaints.
- [25] The Tenant's evidence is summarized as follows.
- [26] The Tenant did burn sage in the Unit, but after the Landlord warned her, she has not burned any sage in the Unit since that time.
- [27] The Tenant's mother had called the police on her one time for a well-being check, but her mother was having mental health issues at that time. Her mother and T2 had previous issues before her mother had been admitted to the hospital.
- [28] T1 wanted to date someone the Tenant was dating, and the Tenant and T1 got into an argument.

- [29] The Tenant got into an argument with T4, and both she and T4 called the police. The police told the Tenant to return to her Unit, and she has not had any issues with T4 since that time.
- [30] Other tenants of the Residential Property drink alcohol outside their units, and the Landlord has not evicted anyone else for this behaviour.
- [31] The Landlord's reasons for terminating the tenancy are under subsections 61(1)(d) and (e) 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;*
- (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.*

- [32] The Landlord provided several unsworn statements from other tenants living in the Residential Property. The complaining tenants allege that the Tenant had caused several disturbances around the Residential Property.
- [33] However, none of the complaining tenants participated as witnesses at the hearing. When a landlord is evicting a tenant for cause, the best practice is for the landlord to have the affected persons participate in the hearing. The parties or witness would affirm to tell the truth, provide their testimony, and be available to answer questions regarding their evidence.
- [34] The Tenant did participate in the hearing and agreed that some of the alleged incidents had occurred, but provided either an alternate or less severe version of the events.
- [35] In Order LR23-83, the Island Regulatory and Appeals Commission (the "Commission") noted in that matter, as in this matter, that the tenant presented direct evidence which was capable of being questioned and tested. The landlord, on the other hand, who bears the burden of proof, submitted unsworn statements and brought none of the authors of the statements to the hearing. Further, the landlord in that case, as in this case, had very little direct involvement in the relevant allegations and therefore had very little direct evidence to offer to the Commission.
- [36] I also note that the Landlord's letter from the police only refers to police being called to the Residential Property and the general reason for the complaint. The letter does not state that the police were called to the Unit, or that the police were called to the Residential Property as a result of a complaint regarding the Tenant.
- [37] Furthermore, there is insufficient evidence to establish that the Tenant has been engaged in, charged with, or convicted of any illegal activity, as alleged by the Landlord.
- [38] For these reasons, I find that the Notice is invalid and the Application is allowed.

[39] The tenancy agreement will continue in full force and effect.

IT IS THEREFORE ORDERED THAT

1. The tenancy agreement will continue in full force and effect.

DATED at Charlottetown, Prince Edward Island, this 18th 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 **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.