

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 disturbing others.

DISPOSITION

- [3] I find that the evidence supports the reason for ending the tenancy contained in the eviction notice. The Tenant and all occupants must vacate the Unit by the timeline below.

BACKGROUND

- [4] The Unit is a two-bedroom, one-bathroom apartment in a twelve-unit building ("Residential Property").
- [5] On November 3, 2021 the parties signed a written, one-year fixed-term tenancy agreement, which then continued on a monthly basis. The Tenant paid a \$697.50 security deposit. Rent in the amount of \$1,486.00 is due on the first day of the month.
- [6] On June 18, 2025 the Representative served the Tenant with an outdated version of the *Form 4(A) Eviction Notice* effective July 31, 2025 under clause 61(1)(d) of the *Act* ("Notice").
- [7] On June 19, 2025 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* ("Application") with the Rental Office disputing the Notice. The Application was amended on June 23, 2025.
- [8] On June 25, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for July 10, 2025.
- [9] On July 4, 2025 the Rental Office emailed the parties a 106-page PDF evidence package.
- [10] On July 10, 2025 the Rental Office postponed the teleconference hearing due to a scheduling interruption. The hearing was rescheduled for July 11, 2025 and the parties were notified.
- [11] On July 11, 2025 the Tenant, the Representative, another Landlord representative ("LR") and the Landlord's witness ("LW") joined the teleconference hearing for determination of the Application. The parties confirmed that they received the evidence package and confirmed that all evidence was included.

ISSUE

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

ANALYSIS

LAW

- [12] 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.
- [13] 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..."

- [14] For the reasons below, I find that the Landlord has established a valid basis contained in the Notice for ending the tenancy.
- [15] 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 NOTICE

- [16] The Notice is an outdated version of the *Form 4(A) Eviction Notice*. Particularly, the Notice does not give the Tenant instructions about filing a *Form 2(A)* application with the Rental Office and does not have a *particulars of termination* section.
- [17] In this case, the Tenant filed the Application with the Rental Office disputing the Notice. The deeming provisions of the *Act* are therefore not applicable.
- [18] Further, the Tenant stated that she knew the noise complaints were the reason for the Notice when it was served by the Landlord.
- [19] In Order LR23-79, the Commission determined an outdated eviction notice on its merits and did not find that the outdated eviction notice was automatically invalidated. In the circumstances of this case I will also make a determination on the Notice's merits.

EVIDENCE

- [20] The Representative stated that she has received numerous noise complaints about the Tenant from other tenants in the Residential Property. The Representative stated that the Tenant is disrespectful other tenants and is often "*rude*" to her in their communications.
- [21] The Representative stated that the Tenant leaves garbage on her patio which smells and leaks down to other tenants' patios. The Representative stated that she received complaints about the garbage being left on the patio and also garbage being thrown off the patio.
- [22] The Representative stated that the Tenant received many warnings about the noise and garbage complaints. The noise is unreasonable and consistent. The Representative stated that the Tenant is uncooperative, defensive and has falsely accused LR and other tenants of racism.
- [23] LR denied the Tenant's allegations of threatening the Tenant. LR stated that he went to the Unit to discuss the noise complaints with the Tenant and witnessed an unknown man throwing clothes off the patio.
- [24] LW stated that he lives in the rental unit directly below the Unit and has lived in the Residential Property since August 2023.
- [25] LW stated that he had complained to the Landlord about the excessive noise coming from the Unit. LW stated that the noise is screaming, yelling, banging, dropping large items and running. LW stated that the noise happens at all hours and even late into the night.

- [26] LW stated that he expected some noise, however, the frequency and loudness of the noise is disruptive and had disturbed his quiet enjoyment. LW provided a detailed timeline and accounts of his noise complaints from May 21 to June 25, 2025.
- [27] The Tenant did not dispute that the noise coming from the Unit. The Tenant stated that she is a parent of a four-year-old who has a development condition. The Tenant stated that she does her best to manage her son's noise, but it is often unpredictable and not always controlled.
- [28] The Tenant stated that the Unit is not an ideal arrangement for her son's needs. The Tenant stated that she has found a ground level rental unit for September 1, 2025, and has paid the security deposit for that new rental unit.
- [29] The Tenant disputed throwing the garbage off the patio and leaving it. The Tenant stated that she would drop the garbage over the patio and then go pick it up and take it to the garbage cans.
- [30] The Tenant stated that she left garbage on the patio once because she was unable to use the stairs and her friend forgot to come over to the Unit and remove it for her.
- [31] The Tenant stated that she did not accuse LR of being a racist. The Tenant stated that she felt that LR threatened her and that she brought it to the Representative's attention. The Tenant stated that she is not *rude* to the Representative, but is passionate when she talks to the Representative about matters.

DETERMINATION

- [32] I find that the Landlord's evidence establishes a valid reason for ending the tenancy.
- [33] I find that LW provided detailed, direct and compelling evidence to establish that his quiet enjoyment has been significantly disturbed. For that reason, I find that the tenancy must end and the Notice is valid.
- [34] However, the Tenant stated that she has found a ground level rental unit and has paid a security deposit for September 1, 2025.
- [35] In these circumstances, I extend the Notice's effective date to 5:00 p.m. on August 31, 2025 (see clause 85(1)(n) of the *Act*).
- [36] The Tenant is responsible to pay August's rent on time and must vacate the Unit by the timeline below.
- [37] The Notice is valid and the Application is denied.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective **5:00 p.m. on August 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 18th 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 **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.