

INTRODUCTION

- [1] This decision determines two applications filed with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act* (the “Act”).
- [2] The Landlord seeks earlier termination of the tenancy agreement due to the Tenant putting the Landlord’s property at significant risk and for causing damage to the rental unit.

DISPOSITION

- [3] The Landlord has established valid grounds for earlier termination of the tenancy agreement.
- [4] The Tenant and all occupants must vacate the Unit by the timeline below.

BACKGROUND

- [5] The Unit is an apartment in a multi-unit building (the “Residential Property”).
- [6] On March 1, 2025, the parties entered into a written fixed-term tenancy agreement for the period of March 1, 2025, to February 28, 2026. Rent of \$1,000.00 is due on the first day of each month, and a security deposit of \$800.00 was required but not paid.
- [7] On July 3, 2025, the Landlord served the Tenant with a *Form 4(A) Eviction Notice*, effective August 31, 2025 (the “First Notice”), for disturbing and endangering others or putting the landlord’s property at significant risk and for causing damage to the rental unit.
- [8] The First Notice’s particulars of termination stated:
- “Complaints from tenants re: noise, odours, and use of products not permitted on premises. Shoplifting from business within building. Tenants guest removed by RCMP causing disturbance. Visitors to unit late at night making other tenants uneasy. Behavior of tenant and concerns reporting fire safety of unit.”*
- [9] On July 3, 2025, the Landlord served the Tenant with a *Form 4(A) Eviction Notice*, effective July 23, 2025 (the “Second Notice”), for non-payment of rent for March 2025.
- [10] The Second Notice’s particulars of termination stated:
- “March rent unpaid.”*
- [11] On July 3, 2025, the Landlord filed with the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* (the “First Application”) seeking earlier termination of the tenancy agreement.
- [12] On July 10, 2025, the Rental Office emailed the Landlord notice of a teleconference hearing scheduled for July 24, 2025. The Landlord served the notice of hearing to the Tenant.
- [13] On July 18, 2025, the Rental Office shared a 53-page PDF and one audio file (the “Evidence Package”) with the parties via TitanFile.
- [14] On July 21, 2025, the Landlord filed with the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* (the “Second Application”) seeking vacant possession of the Unit and for the Sheriff to put the Landlord in possession.
- [15] On July 22, 2025, the Rental Office shared a 56-page PDF and one audio file (the “Updated Evidence Package”) with the parties via TitanFile.

- [16] On July 24, 2025, the Landlord's representative (the "Representative") and the Landlord's witness called into the teleconference hearing. I telephoned the Tenant, but there was no answer; however, I was unable to leave a voicemail. The hearing proceeded in the Tenant's absence about ten minutes after the scheduled time.
- [17] The Representative confirmed receipt of the two evidence packages and confirmed that all evidence submitted to the Rental Office was included. The Tenant submitted no documents or evidence.

ISSUE

- A. Should the tenancy be terminated early?

ANALYSIS

- [18] The Representative's evidence is as follows.
- [19] The Representative has received several complaints from other tenants in the Residential Property about the smell of drugs and smoke coming from the Unit and permeating the hallways. The Representative has received reports of the Tenant dealing drugs from the Unit, and the police have arrested a male at the Unit. One of the other tenants reported that they had chased people from the building who were observed coming and going from the Unit.
- [20] On June 20, 2025, the Tenant locked herself out of the Unit and requested that the Representative let her back in. The Representative observed that the Unit was in disarray, full of garbage and clothes, and there was paint on the Tenant's arms, as well as the Unit's walls, counters, stove, and other surfaces in the Unit. The same coloured paint was also observed on the exterior door and hallway of the Residential Property. The Tenant gave the Representative permission to take photographs inside the Unit, which were submitted as evidence.
- [21] On July 14, 2025, the Representative served the Tenant with a notice of inspection for July 15, 2025. On July 15, 2025, the Representative inspected the Unit and took photographs inside, which were submitted as evidence.
- [22] He observed there was still paint on the walls, the ceiling and other surfaces, such as the bathroom counter and mirror. The Unit was cluttered, and there was garbage in the Unit. The Representative audio recorded the inspection, and the Tenant can be heard stating that the paint on the walls and surfaces was "tole paint."
- [23] The Tenant did not pay rent for March 2025, and the First Notice was issued for non-payment of rent on July 3, 2025. He stated that the rent for March was paid on April 8, 2025. The Tenant has been one month behind on rent since April, and rent for July is currently outstanding.
- [24] The Landlord's witness stated that she attempted to clean the paint from the exterior door and hallway of the Residential Property. She stated that the photographs in evidence show the Residential Property after she had cleaned some of the paint, and it looked worse before she cleaned it.
- [25] The Landlord's witness stated that on June 6, 2025, she was cleaning the hallway outside the Unit. The witness could hear screaming and banging coming from the Unit. She stated that some of the Tenant's items in the hallway, as shown in the July 3, 2025, photographs, are still present and pose a hazard to other residents.

A. Should the tenancy be terminated early?

- [26] The First Application is made in accordance with section 75 of the Act and seeks an earlier termination of the tenancy agreement pursuant to clauses 61(7) and (8), which state:

Landlord may request earlier termination date

- (7) *Despite subsection (3), a landlord who wishes to give notice of termination under subsection (1) may make an application to the Director to request an order*
- (a) *ending a tenancy agreement on a date that is earlier than the tenancy would end if the notice of termination were given under subsection (1); and*
 - (b) *granting the landlord an order of possession in respect of the rental unit.*

Requirements for earlier period of notice

- (8) *The Director shall grant an application under subsection (7) only if the Director is satisfied that*
- (a) *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,*
 - (iii) *put the landlord's property at significant risk,*
 - (iv) *engaged in illegal activity that*
 - (A) *has caused or is likely to cause damage to the landlord's property,*
 - (B) *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*
 - (C) *has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord,*
 - (v) *caused unreasonable damage to the residential property, or*
 - (vi) *frustrated the tenancy agreement; and*
 - (b) *it would be unreasonable, or unfair to the landlord or other occupants of the residential property, to wait for a notice of termination under subsection (1) to take effect.*

- [27] The First Application seeks a determination that the tenancy agreement should be terminated earlier than would normally be required for a for-cause eviction. In such applications, it is the Landlord's burden to prove, on a balance of probabilities, the two requirements set out in clauses 61(8)(a) and (b).

- [28] This means the Landlord must provide sufficiently clear and convincing evidence that, first, the Tenant or a person permitted on the Residential Property has breached one of the listed items in clause 61(8)(a).

- [29] Second, the Landlord must establish that it would be unreasonable or unfair to the landlord or other occupants of the Residential Property to wait for a notice of termination to take effect as required by clause 61(8)(b).

The First Requirement

- [30] I find that the Landlord has submitted sufficient evidence, specifically the undisputed testimony of the Representative and the Landlord's witness, as well as the Landlord's documentary evidence, to establish that the Tenant has put the landlord's property at significant risk and caused unreasonable damage to the Residential Property.
- [31] I am satisfied that the Landlord has established the first requirement prescribed in clause 61(8)(a).

The Second Requirement

- [32] After considering the facts of this case and reviewing the documentary evidence and the undisputed testimony of the Representative and the Landlord's witness, I find that the Landlord has established the second requirement.
- [33] I find that, due to the seriousness of the Tenant's actions, it would be unfair and unreasonable to the Landlord and the other occupants of the Residential Property to wait longer for an eviction.
- [34] I am satisfied that the Landlord has established the second requirement prescribed in clause 61(8)(b).

The Second Notice

- [35] The Landlord stated that the Tenant paid rent for March 2025 in April 2025. However, the Landlord served the Tenant the Second Notice in July 2025, for non-payment of March's rent.
- [36] I find that the Second Notice is invalid because March's rent had already been paid before the Second Notice was served.

CONCLUSION

- [37] I find that the First Notice is valid and the First Application and Second Application are allowed.
- [38] The Landlord has also established valid grounds for earlier termination of the tenancy agreement.
- [39] The Tenant and all occupants must vacate the Unit by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The tenancy agreement shall terminate effective August 1, 2025, at 5:00 p.m.
2. The Tenant and all occupants must vacate the Unit by this date and time.
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 25th 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.