

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 served three eviction notices to the Tenant seeking to end the tenancy.

DISPOSITION

- [3] I find that the Tenant and all occupants must vacate the Unit by the timeline ordered below because of the Landlord's third eviction notice.

BACKGROUND

- [4] The Unit is located in a four-unit building (the "Residential Property") that the Landlord has owned since December of 2013. The Unit is about 400 to 500 square feet in size.
- [5] The parties entered into a first written, fixed-term tenancy agreement from early September of 2024 to November 30, 2024. Rent in the amount of \$1,000.00 is due on the first day of the month and a security deposit of \$1,000.00 was paid.
- [6] The parties entered into a second written, fixed-term tenancy agreement from December 1, 2024 to March 31, 2025.
- [7] The parties entered into a third written, fixed-term tenancy agreement from April 1 to 30, 2025 (the "Tenancy Agreement").
- [8] The Landlord prepared a fourth written tenancy agreement but the Tenant refused to sign it because the tenancy converted to a month-to-month agreement.
- [9] On April 1, 2025 the Landlord served the Tenant with a *Form 4(B) Eviction Notice* effective July 31, 2025 for the Landlord's possession of the Unit (the "First Notice").
- [10] I note that the effective date is automatically corrected to August 31, 2025 under section 54 of the *Act* to comply with the minimum notice period under subsection 62(2).
- [11] On April 10, 2025 the Landlord served the Tenant with a first *Form 4(A) Eviction Notice* effective May 31, 2025 for behaviour, damage and failure to comply with a material term of the Tenancy Agreement (the "Second Notice").
- [12] On April 10, 2025 the Tenant filed a first *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office disputing the First Notice and the Second Notice, which is the subject of this decision. This application also seeks compensation and repairs, which are the subject of Order LD25-273.
- [13] On April 14, 2025 the Tenant filed an amended application with the Rental Office.
- [14] On June 12, 2025 the Rental Office sent the parties notice of a teleconference hearing. There were later notices sent to the parties due to an additional application and additional evidence, with the hearing being scheduled for and heard on July 24, 2025.
- [15] On June 26, 2025 the Tenant amended the application again (the "First Application").
- [16] On June 30, 2025 the Landlord served the Tenant with a second *Form 4(A) Eviction Notice* effective July 31, 2025 under clause 61(1)(d) of the *Act* (the "Third Notice"). The particulars of termination stated:

“Belligerent and demeaning and degrading language towards landlady/tenant. Threat and action of placing pepper inside laundry machines used by all tenants. Threat and action of making loud noise during quiet time disturbing tenants.”

- [17] The First Notice, the Second Notice and the Third Notice are together called the “Notices” in this decision.
- [18] On or about July 8, 2025 the parties were provided with the Tenant’s evidence package (“TEP”) and the Landlord’s evidence package (“LEP”).
- [19] On July 8, 2025 the Tenant filed a second *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office disputing the Third Notice (the “Second Application”), which is also the subject of this decision. This application also requests repairs, which is the subject of Order LD25-273.
- [20] On or about July 17, 2025 the Rental Office provided the parties with a supplementary evidence package (“SEP”).
- [21] On July 24, 2025 the Tenant, the Landlord, and the Landlord’s two witnesses participated in a teleconference hearing. I reviewed the three evidence packages with the parties and confirmed that all evidence submitted was included, except for one video that the Landlord submitted to the Rental Office on July 16, 2025. This video evidence is not part of the evidentiary record for the determination of this matter.

ISSUE

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

ANALYSIS

- [22] 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 Notices.
- [23] In Order LR24-64 the Island Regulatory and Appeals Commission (the “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...”
- [24] For the reasons below, I find that the First Notice is invalid. However, the Landlord has established a valid basis contained in the Third Notice for ending the Tenancy Agreement. I will not determine the validity of the Second Notice.

First Notice

- [25] In the First Notice the Landlord seeks to end the Tenancy Agreement under subsection 62(1) for the Landlord’s occupation of the Unit. The Landlord selected line (a) of the First Notice.
- [26] The Landlord’s evidence is that she may convert the Unit to short-term rentals and no longer have any long-term rentals. Alternatively, the Landlord may decide to use the Unit as a show room to display the Landlord’s repurposed furniture.
- [27] I find that the conversion of a rental unit from long-term to short-term rentals or to a show room are not a basis for ending a tenancy agreement contained in the First Notice.

- [28] Subsection 62(1) would be applicable if the reason for ending the tenancy was the Landlord's residential occupation of the Unit for at least one year, meaning that the Landlord would be living in the Unit.
- [29] The Landlord could have attempted to end the Tenancy Agreement under clause 64(1)(b), which is based upon the conversion of a rental unit to a non-residential use. This ground is line (d) on the *Form 4(B) Eviction Notice*. However, the Landlord did not select this ground.
- [30] An eviction notice must include the grounds for ending the tenancy (subsection 53(d)).
- [31] I find that the First Notice is invalid because the Landlord has not established that the Tenancy Agreement would be ended for the Landlord's residential occupation of the Unit.
- [32] I note that, even if the Landlord had selected conversion (line (d)) as a basis for ending the Tenancy Agreement, there is an earlier Commission decision that would be relevant. In Order LR22-46 the Commission considered conversion of a rental unit to a use other than residential use under the former rental legislation, the *Rental of Residential Property Act*. The Commission found that converting from long-term to short-term rentals was not a valid basis for ending a rental agreement under this former legislation.
- [33] Therefore, the Landlord may not have been successful even if the Landlord selected line (d) on the First Notice regarding conversion to a non-residential use.

Third Notice

- [34] In the Third Notice the Landlord seeks to end the Tenancy Agreement under clause 61(1)(d) of the *Act*, which states:

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.*

- [35] The Landlord provided compelling evidence that the Tenant has engaged in behaviour significantly interfering with and unreasonably disturbing the Landlord. I note that the Landlord owns the Residential Property and also lives in another unit of this four-unit building.
- [36] The Landlord provided message correspondence that she received from the Tenant. Examples of the Tenant's communications state in part as follows:

"[Landlord] I don't give a fuck about your sabit you have to go trough irac and if you keep harassing me I will block you from callingme or taxing..." (LEP59)

"Bich get me a air conditioner I will be calling you ever two minutes tomorrow I don't care if you are at work how much did you steel at your work and brag about it [Landlord]." (LEP144)

“And get me my garbage bins garbage stinking in my apartment.im dumping garbage in your bins you can sort it out I’m not sharing your bins with you and your other tenant in white car and I’m calling environmental health go fuck your self scum landlord...” (SEP16)

- [37] The Tenant provided evidence regarding perceived shortcomings of the Unit and claims of improper behaviour by the Landlord and others. I find that none of these assertions justify the Tenant’s communications to the Landlord, quoted above.
- [38] The Landlord provided detailed evidence regarding the negative health consequences and decreased usage of the Residential Property due to the Tenant’s communications.
- [39] I find that the Tenant communications quoted above are appalling and provide a compelling basis for the Tenancy Agreement to be terminated under clause 61(1)(d).
- [40] The Tenant and all occupants must vacate the Unit by the timeline below. I note that this vacate date is based upon the minimum period before Sheriff Services would be authorized to enforce this Order (section 89 of the *Act*).
- [41] The Third Notice is valid. The Tenant’s claim in the Second Application disputing the Third Notice is denied.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective **5:00 p.m. on August 4, 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 28th day of July, 2025.

(sgd.) Andrew Cudmore

Andrew Cudmore
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.