

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 Landlord seeks an order requiring the Tenant to vacate the Unit due to non-payment of rent, repeatedly late rent payments, and behaviour.

DISPOSITION

- [3] I find that the Tenant and all occupants must vacate the Unit due to non-payment of rent and behaviour.

BACKGROUND

- [4] The Unit is a room in a multi-unit building (the "Residential Property").
- [5] On November 16, 2024, the parties entered into a written, fixed-term tenancy agreement for the Unit from November 16, 2024, to November 16, 2025. A security deposit of \$500.00 was paid at the beginning of the tenancy. Rent is \$1,127.85, due on the first day of the month.
- [6] On June 3, 2025, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with a vacate date of June 25, 2025 (the "Notice") for non-payment of rent for June 2025, repeatedly late rent payments, and behaviour.
- [7] The Notice's particulars of termination stated:
- "Late for rent 3+ times. Unappropriate behaviour + harassment and swearing at others (tenants + staff)."*
- [8] On June 19, 2025, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the "Application") with the Rental Office seeking vacant possession of the Unit and for the Sheriff to put the Landlord in possession.
- [9] On July 10, 2025, the Rental Office emailed the Landlord notice of a teleconference hearing scheduled for July 22, 2025. The Landlord was to serve the notice of hearing to the Tenant; however, proof of notice of service was not received before the hearing date. The hearing was postponed.
- [10] On July 23, 2025, the Rental Office emailed the Landlord notice of a rescheduled teleconference hearing for August 5, 2025. The Landlord served the notice of hearing to the Tenant.
- [11] On July 31, 2025, the Rental Office shared a 17-page PDF and four audio recordings (the "Evidence Package") with the Landlord via TitanFile. The Landlord served the Tenant with a copy of the Evidence Package.
- [12] On August 4, 2025, the Tenant submitted 10 pages of additional evidence, which were forwarded to the Landlord.
- [13] On August 5, 2025, the Landlord's representative (the "Representative") and the Tenant participated in a teleconference hearing to determine the Application. The parties confirmed that they had received a copy of the Evidence Package and the additional evidence, 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**Rent**

- [14] The Representative's evidence is as follows.
- [15] The Tenant failed to pay rent for June 2025, and the Notice was served on June 3, 2025. The Tenant has not paid rent for June, July, or August 2025 as of the hearing date. The Tenant has also been late with rent on several occasions during the tenancy.
- [16] The Tenant's evidence is as follows.
- [17] The Tenant acknowledged that he has not paid rent for June, July, or August 2025. He had an urgent vehicle repair, and he relies on his vehicle for transportation and appointments. He has paid rent on time in the past and will catch up on rent as soon as possible.
- [18] The Landlord's first reason in the Notice for terminating the tenancy is under subsection 60(1) of the Act, which states
- A landlord may end a tenancy if rent is unpaid after the day it is due, by giving a notice of termination effective on a date that is not earlier than 20 days after the date the tenant receives the notice.*
- [19] I find that the evidence establishes that the Tenant did not pay the outstanding rent for June 2025 within ten days of the Notice being served.
- [20] Therefore, the Notice was not invalidated under subsection 60(4) of the Act, which states:
- Within 10 days after receiving a notice of termination under this section, the tenant may*
(a) pay the overdue rent, in which case the notice of termination has no effect; or
(b) dispute the notice of termination by making an application to the Director under section 75.
- [21] Furthermore, the Tenant did not file an application disputing the Notice, and the rent is still outstanding as of the hearing date.
- [22] The evidence does not establish that the Notice was waived, the tenancy was reinstated, or a new tenancy was created under section 74 of the Act. For these reasons, I find that the Notice is valid for non-payment of rent.
- [23] I find that the Landlord has not provided sufficient evidence to establish that the Tenant has been repeatedly late in paying rent.
- [24] The evidence establishes that the Tenant owes the Landlord rent totalling \$2,728.67 for June, July, and from August 1 to 13, 2025, which is determined in Order LD25-284.

Behaviour

- [25] The Representative's evidence is as follows.
- [26] The Tenant has been aggressive with other tenants and the Landlord's staff. Other tenants have been complaining about the Tenant's behaviour.
- [27] On April 30, 2025, the Tenant was rude and aggressive towards the Representative.
- [28] On June 3, 2025, the Tenant called the Representative a "bitch" after she told him that he was not to be in a particular laundry room. The Tenant then banged on the laundry room door after the Representative closed the door due to the Tenant's behaviour.
- [29] The Landlord submitted four audio recordings into evidence, which were taken by another representative of the Residential Property while serving the Tenant documents related to the hearing. In the recordings, the Tenant can be heard yelling and swearing at the representative several different times.
- [30] The Tenant's evidence is as follows.
- [31] The Tenant disputed that he had been disturbing other tenants. The tenants in another unit complained that he was banging his door, but the doors are self-closing, and he cannot help that the doors close loudly.
- [32] The Tenant acknowledged that he called the Representative a "bitch" but it was because the Representative slammed a door in his face when he was trying to look into a laundry room that she was in.
- [33] The Tenant stated that the audio recordings should not be allowed as evidence, as he was not aware that he was being recorded during those conversations. I find that the recordings are permitted to be a part of the evidence under clause 80(3)(c). I note that the party making the recordings was a recipient of the Tenant's communications.
- [34] The Landlord's third reason for terminating the tenancy is under subsection 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] I find that the Landlord has established that the Tenant has breached subsection 61(1)(d) of the Act. Specifically, I note the June 3, 2025, incident in which the Tenant called the Representative a "bitch," and the audio recordings in which the Tenant can be heard yelling and swearing at a representative of the Residential Property.

Form of Tenancy Agreement

- [36] The parties signed a tenancy agreement that did not comply with the requirements under subsection 11(2) of the Act. The standard form tenancy agreement (*Form 1 – Standard Form of Tenancy Agreement*) is available on the Rental Office's website. The Landlord must ensure that its tenancy agreements contain the information required by the Act.

IT IS THEREFORE ORDERED THAT

1. The tenancy agreement shall terminate effective August 13, 2025, at 5:00 p.m.
2. The Tenant and all occupants shall 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 6th day of August, 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.