

INTRODUCTION

- [1] This decision determines two applications filed with the Residential Tenancy Office (“Rental Office”) under the *Residential Tenancy Act* (“Act”).
- [2] The Landlord seeks to end the tenancy because the Tenants have allegedly disturbed and endangered others and have not paid rent. The Landlord also seeks an order requiring the Tenants to vacate the Unit.
- [3] The Tenants dispute the reasons contained in the eviction notices.

DISPOSITION

- [4] I find that the Tenants must vacate the Unit for non-payment of rent.

BACKGROUND

- [5] The Unit is a four-bedroom, two-bathroom townhouse. There are a total of eight townhouses with two separate provincial IDs (“PIDs”) (“Residential Property”), owned by the Landlord.
- [6] On March 28, 2025 the parties entered into a written, fixed-term tenancy agreement for the period of April 1, 2025 to March 31, 2026. A security deposit of \$1,700.00 was paid at the beginning of the tenancy. Rent in the amount of \$1,700.00 is due on the first day of the month.
- [7] On June 23, 2025 the Landlord’s representative (“Representative”) served the Tenants with the first *Form 4(A) Eviction Notice* with an effective date of July 31, 2025 (“First Notice”) for disturbing and/or endangering others.
- [8] On July 3, 2025 the Representative served the Tenants with a second *Form 4(A) Eviction Notice* with an effective date of July 23, 2025 (“Second Notice”) for non-payment of July’s rent, in the amount of \$1,700.00.
- [9] Collectively, the First Notice and the Second Notice are referred to as the “Notices.”
- [10] On July 3, 2025 the Tenants filed a *Form 2(A) Tenant Application to Determine Dispute* (“Tenant Application”) with the Rental Office disputing the Notices, which is determined in this decision. The Tenant Application also seeks compensation, which is determined in Order LD25-328.
- [11] On July 24, 2025 the Representative filed a *Form 2(B) Landlord Application to Determine Dispute* (“Landlord Application”) with the Rental Office seeking vacant possession of the Unit and for Sheriff Services to put the Landlord in possession, which is determined in this decision.
- [12] Collectively, the Tenant Application and the Landlord Application are referred to as the “Applications.”
- [13] On August 11, 2025 the Rental Office emailed the parties notice of a teleconference hearing, scheduled for September 2, 2025, along with copies of the Applications.
- [14] On August 29, 2025 the Rental Office emailed the parties a 93-page PDF evidence package.
- [15] On September 2, 2025 the teleconference started for determination of the Applications. One of the Tenants joined the teleconference representing the Tenants. The Representative joined the teleconference hearing with a witness.
- [16] The parties confirmed that all evidence submitted to the Rental Office was included in the evidence package.

ISSUE

- A. Must the Tenants vacate the Unit due to the Notices?

ANALYSIS**Legal Basis**

- [17] 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.
- [18] In this case there are two reasons contained in the Notices. The first reason contained in the First Notice alleges the Tenants' dog has disturbed and/or endangered others in the Residential Property. The second reason contained in the Second Notice is for non-payment of July's rent, in the amount of \$1,700.00.
- [19] In Order LR24-64 the Island Regulatory and Appeals 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..."

- [20] The Landlord seeks to end the tenancy under clauses 60(1) and 61(1)(d) of the *Act*, which states:

- (1) *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.*

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.*

- [21] For the reasons below, I find that the Second Notice is valid.

Determination

- [22] The Tenants were responsible for paying July rent to the Landlord by July 1, 2025. The evidence establishes that the rent was not paid on time and \$1,700.00 was owed as of July 3, 2025, the date that the Second Notice was served.
- [23] The Tenants did not pay July's rent in full by July 13, 2025. Therefore, the Second Notice was not invalidated under clause 60(4) of the *Act*. The Tenants did file the Tenant Application disputing the Second Notice.
- [24] The Tenant stated that the rent was withheld until the issues with the Landlord were resolved. The Tenant stated that the Landlord served the First Notice for an invalid reason.
- [25] The Tenants have also not paid August or September's rent.

[26] Subsection 19(1) of the *Act* states:

(1) *A tenant shall pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has an express right under this Act to deduct or withhold all or a portion of the rent.*

[27] I note that subsection 19(1) clearly sets out the Tenants' obligations to pay rent when it is due and the Tenants cannot deduct or withhold rent unless expressly permitted under the *Act*.

[28] The Tenants' reasoning for withholding rent is based upon allegations that the Landlord has served them the First Notice for an invalid reason and has breached their right to quiet enjoyment. However, I find that the *Act* does not expressly give a tenant the right to withhold or deduct rent under such circumstances.

[29] Section 59 of the *Act* states:

Where a landlord contravenes the obligations set out in sections 22 to 24 and 26 to 29, a material term of the tenancy agreement or a statutory condition set out in Part 2, the tenant may make an application to the Director under section 75 for an order as specified under subsection 85(1).

[30] I note that section 22 of the *Act* outlines the Tenants' right to quiet enjoyment. The Tenants had a right under the *Act* to file an application seeking a remedy for such allegations. However, I find that the Tenants did not have an express right under the *Act* to withhold rent due to the alleged contraventions.

[31] For these reasons, I find that the non-payment of rent reason contained in the Second Notice is valid. The Tenant Application for disputing the Second Notice is denied.

[32] As a result, it is unnecessary for me to determine the reason contained in the First Notice for ending the tenancy agreement as it is ended for non-payment of rent.

[33] The Landlord Application for vacant possession of the Unit is allowed.

[34] The Tenants must vacate the Unit by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective **5:00 p.m. on September 11, 2025.**
2. The Tenants 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 Sherriff Services as permitted by the *Act*.

DATED at Charlottetown, Prince Edward Island, this 4th day of September, 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.