

INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office (“Rental Office”) under the *Residential Tenancy Act* (“Act”).
- [2] The Landlord is seeking vacant possession of the Unit and earlier termination of the tenancy agreement.

DISPOSITION

- [3] The Landlord has established a valid reason to end the tenancy.
- [4] The Landlord has established that earlier termination of the tenancy is warranted.

BACKGROUND

- [5] The Unit is a two-bedroom and one-bathroom apartment in a six-unit building (“Residential Property”).
- [6] On March 26, 2025, the parties entered into a written, fixed-term tenancy agreement for the period of April 1, 2025 to March 31, 2026. Rent in the amount of \$1,386.00 is due on the first day of the month. A \$900.00 security deposit was paid at the beginning of the tenancy.
- [7] On August 30, 2025, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* dated August 29, 2025, with an effective date of September 30, 2025 (“Notice”) for disturbing others, engaging in illegal activity, causing damage, failure to comply with a material term of the tenancy agreement and subletting without consent.
- [8] On September 2, 2025, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (“Application”) with the Rental Office seeking vacant possession of the Unit and earlier termination of the tenancy agreement.
- [9] On September 3, 2025, the Rental Office provided the parties notice of a teleconference hearing, scheduled for September 16, 2025, along with a copy of the Application.
- [10] On September 12, 2025, the Rental Office emailed the parties a link to an 83-page and 21-video-recording evidence package via TitanFile.
- [11] On September 16, 2025, the Landlord, the Tenant and the Tenant’s witness (“G.S.”) joined the teleconference hearing for determination of the Application. The parties confirmed that they received the evidence package and confirmed that all evidence submitted to the Rental Office was included in the evidence package.

ISSUES

- A. Must the Tenant and all occupants vacate the Unit due to the Notice?
- B. Should the tenancy be terminated earlier than the date in the Notice?

ANALYSIS

A. Must the Tenant and all occupants vacate the Unit due to the Notice?

Legal Basis

[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 this case there are five reasons contained in the Notice. The Landlord seeks to end the tenancy under clauses 60(1)(d), (e), (f), (h) and (i) 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;*
- (e) *the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that*
 - (i) *has caused or is likely to cause damage to the landlord's property,*
 - (ii) *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*
 - (iii) *has jeopardized or is likely to jeopardize a lawful right or interest of the landlord or another occupant;*
- (f) *the tenant or a person permitted on the residential property by the tenant has caused unreasonable damage to a rental unit or the residential property;*
- (h) *the tenant*
 - (i) *has failed to comply with a material term of the tenancy agreement, and*
 - (ii) *has not corrected the situation within a reasonable time after the landlord has given written notice to do so; and*
- (i) *the tenant purports to assign or sublet the rental unit without first obtaining the landlord's written consent as required by section 30.*

[14] 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..."

[15] For the reasons below, I find that the Notice is valid for significantly interfering with or unreasonably disturbing another tenant and seriously jeopardizing the safety of another tenant in the Residential Property.

Summary of the Evidence

- [16] The Landlord submitted a photograph of the Notice posted to the Unit's door. Included in the Landlord's evidence was another *Form 4(A) Eviction Notice* dated August 29, 2025 for effect October 30, 2025. This eviction notice had the same reasons as the Notice, but was unsigned.
- [17] The Landlord stated that it may have been a draft eviction notice and may have mistakenly included it in the evidence. The Landlord stated that he was not continuing with this unsigned eviction notice and was solely pursuing the Notice.
- [18] The Landlord stated that the tension between the Tenant, G.S., and other tenants in the Residential Property started over some noise complaints, laundry room and garbage issues. The Landlord stated that he has spoken to the Tenant and the other tenants in the Residential Property about noise complaints and other complaints raised.
- [19] The Landlord did not have any witnesses testify at the hearing. The Landlord submitted a written submission via text message by the complaining tenant in Unit 1 of the Residential Property (the "Complainant"). The Landlord also submitted 21-video-recordings of a security camera in the Residential Property.
- [20] The Complainant's submission is summarized as followed regarding the August 29, 2025 event:
- "...A few minutes later I was outside at my car when [G.S.] came outside and I said "you know we can hear everything thru the walls right? We're getting pretty sick of the constant screaming" [G.S.] spiked his beer into the ground and sprinted into my face threatening to "fuck me up" and that he'd "fuckin kill me."*
- I stood my ground and waited for him to act, he never did, then [Tenant] got in my face saying "you don't know who you're fuckin with, I'll get the hells angels after you" and that "my family will fuck you up, I'm taking pictures of your windows and car so my family knows who to come for.""*
- [21] The Landlord stated that on August 29, 2025, he received a complaint from the Complainant that the Tenant and G.S. screamed, yelled and threatened him. The Complainant called the police and the police arrested G.S. The Landlord stated that the police called him and informed him that G.S. was not allowed to return to the Residential Property.
- [22] The Landlord stated that G.S. returned to the Residential Property, and the Tenant allowed G.S. entry into the Unit. The Landlord stated that after receiving a complaint from another tenant he contacted the police and the police arrested G.S.
- [23] The Landlord stated that the Tenant's excessive noise may have resulted in damage to the Unit. The Landlord stated that he has not inspected the Unit and could not be sure of any damage to the Unit.
- [24] The Landlord stated that the Tenant has also sublet the Unit to G.S. and that this was a breach of a material term of the tenancy. The Landlord stated that only the Tenant and her children were permitted occupancy of the Unit.
- [25] The Tenant and G.S. disputed the Landlord's evidence, particularly, the Complainant's characterization of the August 29, 2025 event.
- [26] The Tenant stated that she did not threaten the Complainant and did not get into his face, as he stated in the written submission.

- [27] The Tenant stated that she was not aware that G.S. was not allowed to return to the Residential Property.
- [28] The Tenant stated that she has not damaged the Unit.
- [29] The Tenant stated that G.S. does not sublet or live in the Unit.
- [30] The Tenant stated that other tenants in the Residential Property have left her threatening notes and have banged on walls to disturb her and her family.
- [31] G.S. stated that the Complainant started the August 29, 2025 incident by making a comment towards him. G.S. stated that he could not remember exactly what the Complainant stated. G.S. stated that he overreacted but did not threaten or touch the Complainant.
- [32] G.S. stated that the police did tell him not to return to the Residential Property.
- [33] G.S. stated that he does have a future court date and will be pleading not guilty. G.S. stated that he did not want to make any further comments about the incident.
- [34] G.S. stated that he does not live in the Unit and was not a subtenant. G.S. stated that he may stay at the Unit overnight from time to time.

Determination of Issue A.

- [35] I find that the Landlord's evidence establishes a valid reason under clause 61(1)(d) of the *Act* for ending the tenancy agreement, contained in the Notice.
- [36] I find that the Tenant and G.S. have significantly interfered with, unreasonably disturbed and seriously jeopardized the safety of another tenant in the Residential Property.
- [37] The Tenant and G.S. provided their direct evidence regarding the incident on August 29, 2025.
- [38] The Landlord did not have the Complainant testify at the hearing. However, the Complainant did provide a written submission, which appears to be a text message complaint to the Landlord. Although I am unable to ask the Complainant questions, the Landlord submitted into evidence a video-recording from the security camera, which corroborates the Complainant's account of August 29, 2025 incident.
- [39] I note that the video-recording is 36 seconds long. The video-recording shows the Tenant and G.S. arguing, yelling, using profanity and aggressively approaching the direction of the Complainant. I note that the video-recording does not show the Complainant; however, I can infer that the Complainant is positioned to the left of the parking lot and to the left of the Tenant and G.S.
- [40] Much of the dialogue is inaudible and aggressive in tone. However, at the 29-second mark of the video-recording, the Tenant is shown walking back into the Residential Property. As she is walking into the Residential Property and towards the Unit she is stating in a loud voice:
- "I am calling my family [inaudible] they'll fucking kill ya. Yep, keep it up!"*
- [41] Based on the evidence presented, I find that the video-recording shows events more accurately described in the Complainant's written submission than the Tenant and G.S.'s testimony.
- [42] Therefore, I find that despite the Landlord not having the Complainant provide witness testimony, I am satisfied that the Landlord has provided sufficient evidence to establish a reason for ending the tenancy contained in the Notice.

- [43] As I have already determined a valid reason for ending the tenancy, it is unnecessary to determine the other reasons contained in the Notice.

B. Should the tenancy be terminated earlier than the date in the Notice?

- [44] The Application requests earlier termination of the tenancy.
- [45] For the reasons below, I find that the Landlord has established that earlier termination of the tenancy is warranted.

Legal Basis

- [46] Clauses 61(7) and (8) of the *Act* state:

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 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.*

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.*

Determination of Issue B.

- [47] Subsection 61(8) of the *Act* sets out two requirements that a landlord must establish for earlier termination of a tenancy.
- [48] I note that in Order LR24-71 the Commission found that earlier terminations are invoked in exceptional circumstances.

First requirement – permitted reason

- [49] In order to be granted an earlier termination of a tenancy agreement, a landlord must establish that the Tenant and/or a guest permitted on the Residential Property have engaged in one of the reasons or activities listed in clause 61(8)(a) of the *Act*.
- [50] I have already found that the Landlord has established that the Tenant and/or their guest have significantly interfered with, unreasonably disturbed and seriously jeopardized the safety of another tenant in the Residential Property.
- [51] This reason, which is contained on the Notice is also a permitted reason under clause 61(8)(a)(i) and (ii) of the *Act*.

Second requirement – reasonableness to end the tenancy before the effective date

- [52] The second requirement is to determine if it would be unreasonable, or unfair to the Landlord or other occupants of the Residential Property, to wait for the Notice to take effect.
- [53] In this case, the effective date of the Notice is September 30, 2025.
- [54] The evidence presented demonstrate a deterioration between the Tenant and the Complainant.
- [55] I note that the evidence does not demonstrate that any physical violence or damage to the Residential Property has happened.
- [56] However, the evidence does establish a serious aggression from the Tenant and G.S. towards other tenants in the Residential Property.
- [57] Further, the evidence establishes that the Tenant has threatened another tenant's life. I find what the Tenant said to be serious and directly aimed at the Complainant, who is also a neighbouring tenant. Such a threat cannot be overlooked in these circumstances.
- [58] I find that it would be unreasonable or unfair to the other tenants in the Residential Property to wait until the effective date of the Notice.
- [59] Therefore, I find that the Landlord has established both requirements under the *Act* and that an earlier termination of the tenancy agreement is warranted.

CONCLUSION

- [60] The Notice is valid and the Application is allowed.
- [61] The tenancy agreement between the parties will end by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The tenancy agreement between the parties will terminate effective **5:00 p.m. on September 25, 2025.**
2. The Tenant and all occupants will vacate the Unit by this time and date.
3. A certified copy of this Order may be filed with the Supreme Court and enforced by Sheriff Services as permitted by the *Act*.

DATED at Charlottetown, Prince Edward Island, this 18th 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.