

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 for vacant possession of the Unit and for the Sheriff to put the Landlord in possession.

DISPOSITION

- [3] The Tenant and all occupants must vacate the Unit by the timeline below.

BACKGROUND

- [4] The Unit is a two-bedroom, one-bathroom apartment in a nine-unit building (the "Residential Property").
- [5] On August 1, 2023 the parties entered into a written, monthly tenancy agreement for the Unit. Rent in the amount of \$455.00 is due on the first day of the month. No security deposit was required.
- [6] On July 23, 2025 the Landlord's representative (the "Representative") served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of August 31, 2025 (the "Notice") for behaviour that has significantly interfered with or unreasonably disturbed others and engaging in illegal activity on the Residential Property. The particulars of termination stated:

"Pepper spray was sprayed all over our building which caused the entire building to evacuate."

- [7] On August 13, 2025 the Tenant tried to file a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office to dispute the Notice. The Rental Office rejected the Tenant's application because the Tenant did not file the application within ten days after the date the Tenant received the Notice (see subsection 61(5) of the *Act*).
- [8] On September 9, 2025 the Representative 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 September 16, 2025 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for October 2, 2025 along with a copy of the Application.
- [10] On September 25, 2025 the Rental Office emailed the parties a TitanFile link for a 50-page and 12-video-recording evidence package.
- [11] On October 2, 2025 the Landlord submitted 9-pages of additional evidence, which was forwarded to the Tenant.
- [12] On October 2, 2025 the Representative, the Landlord's witness (LW) and the Tenant joined the teleconference hearing for determination of the Application. The parties confirmed that they received the evidence package and that all evidence submitted was included.

ISSUE

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

ANALYSIS**Legal Bases**

- [13] The Landlord has the onus to prove, on the civil standard of the balance of probabilities, a valid reason to end the tenancy agreement, which is contained in the Notice.
- [14] 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...”*
- [15] In this case, there are two reasons contained in the Notice. The Landlord seeks to end the tenancy agreement under clauses 61(1)(d) and (e) of the Act, which state:
- (1) *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.*
- [16] For the reasons below, I find that the Tenant is deemed to have accepted the Notice under subsection 61(6) of the Act. Further, I find that the Landlord has provided sufficient evidence, on a balance of probabilities, to establish a valid reason contained in the Notice to end the tenancy agreement.
- [17] As a result, the Notice is valid and the Tenant and all occupants must vacate the Unit by the timeline below.

Summary of the Evidence

- [18] The Landlord submitted into evidence written submissions from other tenants who live in the Residential Property, photographs, a police report listing a number of police visits to the Unit and 12-video-recordings. The video-recordings are from security cameras within the Residential Property.
- [19] The Representative stated that the Notice was served primarily because on July 23, 2025 the Tenant’s boyfriend and friend sprayed bear mace in the Residential Property, which required an emergency evacuation. The Representative stated that there are many children in the Residential Property.

- [20] The Representative stated that the security cameras show the Tenant's boyfriend and another person leaving the Residential Property with the bear spray in the other person's hand.
- [21] The Representative stated that the security cameras in the second-floor hallway also show people fighting after leaving the Unit.
- [22] The Representative stated that she has received numerous complaints from other tenants in the Residential Property about the Unit. The nature of the complaints was regarding noise complaints and safety concerns due to the fighting and drug activity.
- [23] LW does maintenance for the Residential Property. LW corroborated the Representative's testimony. LW stated that he did not witness any fighting inside the Residential Property, other than what is on the security cameras. However, LW stated that he witnessed the Tenant and the same individuals arguing and fighting outside of the Residential Property. LW stated that other tenants in the Residential Property have complained to him about the ongoing foot traffic at the Unit.
- [24] The Tenant stated that she had a lot of personal issues going on at the time the Notice was served and did not realize she only had ten days to dispute the Notice.
- [25] The Tenant stated that the Residential Property is not secured and that she does not feel safe.
- [26] The Tenant stated that her boyfriend does not live in the Unit and may be at the Unit three or four times a week. The Tenant stated that she did not witness the bear mace incident.
- [27] The Tenant disputed the drug activity allegations. The Tenant stated that she reviewed the Landlord's video-recording evidence. The Tenant stated that she does not believe that her boyfriend deals drugs, but he may be using drugs without her knowledge.
- [28] The Tenant stated that an individual who is not invited into the Residential Property continues to show up to the Unit asking for a person who does not live in the Unit. The Tenant stated that she does not know who this person is and is the same person getting into a physical altercation with another person in front of the Unit. The Tenant denied inviting this person into the Residential Property.

Determination

- [29] I find that the Tenant is presumed to have accepted the Notice under clause 61(6) of the *Act*, which states:
- (6) *Where a tenant who has received a notice of termination under this section does not make an application to the Director in accordance with subsection (5), the tenant*
- (a) *is deemed to have accepted that the tenancy ends on the effective date of the notice of termination; and*
- (b) *shall vacate the rental unit by that date.*
- [30] Subsection 61(5) of the *Act* requires a tenant who receives an eviction notice to file an application with the Rental Office within ten days after the date the tenant receives the eviction notice.
- [31] I find that the Tenant was hand-delivered the Notice on July 23, 2025, which means the Tenant had until 4:00 p.m. Monday, August 4, 2025 to file an application with the Rental Office to dispute the Notice. The Tenant did not file an application until August 13, 2025 and did not serve the application to the Landlord until September 4, 2025.

- [32] The Tenant was outside the ten-day timeline to file an application to dispute the Notice, and I do not have the ability under the *Act* to extend the ten-day filing timeline. Further, I note that the Tenant did not serve the application within five days of the filing date, which would have made the Tenant's application imperfect if accepted and, as a result, invalid. (see Commission Order LR25-14).
- [33] Despite my finding that the Tenant is presumed to have accepted the Notice, I find that the Landlord has provided sufficient evidence, on a balance of probabilities, to establish a valid reason contained in the Notice to end the tenancy.
- [34] I find that the Landlord's evidence, particularly, Representative's testimony and written submissions from other tenant's in the Residential Property establishes that they have been unreasonably disturbed. The video-recordings and the testimony of LW support the Representative's testimony and the other tenant's written submissions.
- [35] The Tenant provided testimony disputing having any knowledge or participation in the incidents which have caused the disturbances to others. However, I find that the Landlord's evidence establishes that the individuals who have caused the disturbances and safety concerns are connected to the Unit.
- [36] The incidents vary from what I would describe as suspicious behaviour to, at times, blatant physical altercations. The July 23, 2025 bear mace incident happened directly outside the Unit's door and the video-cameras establish two men leaving the Residential Property with what looks to be a red/orange canister that looks like bear mace held upside down.
- [37] Despite the evidence not establishing any direct involvement with the Tenant, the evidence does establish that individuals who are involved are seen entering and leaving the Unit.
- [38] The *Act* holds a tenant responsible for persons permitted onto the Residential Property. Despite the Tenant's denial of permitting the individuals onto the Residential Property, I find that the evidence establishes, on a balance of probabilities, that the Tenant allowed some of these individuals into the Unit.
- [39] The Application is allowed, and the Notice is valid.
- [40] The Tenant and all occupants must vacate the Unit by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The tenancy agreement between the parties will terminate effective **5:00 p.m. on October 10, 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 3rd day of October, 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.