

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 to end the tenancy because the Tenant has unreasonably disturbed other tenants.
- [3] The Tenant disputes the reason contained in the eviction notice.

DISPOSITION

- [4] The Notice is invalid and the tenancy agreement will continue in full force and effect.

BACKGROUND

- [5] The Unit is a two-bedroom, one-bathroom, one half of a side-by-side duplex (the “Residential Property”) owned by the Landlord.
- [6] On July 18, 2025 the parties signed a written, monthly tenancy agreement. Rent in the amount of \$1,350.00 is due on the first day of the month. A \$675.00 security deposit was paid.
- [7] On July 29, 2025 the Tenant moved into the Unit.
- [8] On August 31, 2025 the Landlord’s representative (the “Representative”) served the Tenant with an undated *Form 4(A) Eviction Notice* effective October 1, 2025 (the “Notice”). There was no reason selected on the Notice. The particulars of termination stated:

“The reason for termination is excessive noise till all hours of the night. Several verbal warnings and things have no improved. Several calls from other tenant in the building.”

- [9] On September 9, 2025 the Tenant filed an amended *Form 2(A) Tenant Application to Determine Dispute* (the “Application”) with the Rental Office disputing the Notice.
- [10] On September 16, 2025 the Rental Office mailed and emailed the parties a notice of teleconference hearing scheduled for October 7, 2025 along with a copy of the Application.
- [11] On October 1, 2025 the Rental Office provided the parties access to a 35-page PDF and 1-video-recording evidence package.
- [12] The Representative had technical issues reviewing the 35-page PDF.
- [13] On October 3, 2025 the Representative picked up a physical copy of the evidence package from the Rental Office.
- [14] On October 7, 2025 the Tenant and the Representative 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.

ISSUE

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

ANALYSIS

Legal Basis

- [15] 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.
- [16] In this case, there is no reason selected on the Notice. However, the particulars of termination on the Notice describe behaviour that would fall 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.*

- [17] 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..."

- [18] For the reasons below, I find that the Notice is invalid due to its procedural flaws and further, that the Landlord has provided insufficient evidence to establish a reason that justifies ending the tenancy.

Procedural Defects in the Notice

- [19] The evidence establishes that the Notice was undated, did not have the city named and does not have any reasons selected. I note that there was no dated or selected reasons version of this document in the evidence.
- [20] Clause 53(a) of the Act requires a notice of termination (eviction notice) to be signed and *dated* by the landlord in order to be effective.
- [21] In Order LR24-66, the Commission made the following comment regarding an unsigned eviction notice (paragraph 19)"

*"In addition, the Form 4(A) eviction notice, dated July 30, 2024 and received by the Rental Office by email on August 23, 2024 (Exhibit E-8) was unsigned. Pursuant to clause 53(a) of the Act, a notice of termination shall be signed by the landlord in order to be effective. There is no signed version of this document in evidence before the Commission. **Without a signed Form 4(A) in evidence, the eviction fails on that point alone.**"*

[emphasis added]

- [22] I find that clause 53(a) requires an eviction notice to be both signed and dated. If an eviction notice fails if it is unsigned then an eviction notice would equally fail if it is undated under clause 53(a).
- [23] Further, clause 53(d) of the Act requires that an eviction notice must state the ground for ending the tenancy. The Notice did not have any ground selected, however, it did have a reason stated in the particulars of termination. This defect alone is less serious, however, the landlord should have checked option (d) or any of the listed grounds on the Notice.

- [24] By selecting one of the listed reasons on the Notice, it provides the parties a clearer understanding of what the reason for eviction is under the *Act*. This is important because different reasons for ending a tenancy under the *Act* require different requirements to be met by a landlord.
- [25] I find that the Notice is invalid and the eviction fails on these procedural flaws alone.

Summary of the Evidence

- [26] The Landlord submitted a written submission by the Representative and by the complainant tenants on the other side of the Residential Property.
- [27] The Representative stated that she received many noise complaints from the neighbouring tenants in the Residential Property. The first complaint was immediately after the Tenant moved into the Unit on July 30 and July 31, 2025. The Representative stated that the complaints continued throughout August 2025 and after the Notice was served to the Tenant.
- [28] The complainant tenants did not participate in the teleconference hearing and provide their direct testimony regarding the noise complaints. The complainant tenants' written submission describes the noises as: yelling, banging, thumping, slamming and noise from a loud television for hours after 9:00 p.m. The complainant tenants describe the noise as being quite disruptive.
- [29] The Representative stated that she orally warned the Tenant on numerous occasions and stated that the arrangement is not working at the Residential Property.
- [30] The Tenant did not dispute the noise on July 30 and July 31, 2025. The Tenant stated that after she received the complaint, she moved the television to the opposite side of the Unit. The Tenant stated that she also purchased sound proof material to help reduce the noise.
- [31] The Tenant disputed some of the other dates and complaints. The Tenant stated that there is no yelling outside and some of the noise complaints were from another neighbour.
- [32] The parties submitted evidence related to the condition of the Unit, however, the condition of the Unit is not relevant to the eviction dispute.

Determination

- [33] The Landlord provided insufficient evidence to establish a valid reason for ending the tenancy. The Landlord's evidence summarized mainly late night noise complaints from other tenants in the Residential Property. However, the complainant tenants did not provide witness testimony under affirmation at the teleconference hearing. The written submission from the complainant tenants provided some detail regarding the noise complaints during the late hours of the night.
- [34] The Tenant's evidence was direct and provided context. The Tenant also provided evidence that she took reasonable efforts to reduce the noise levels, such as moving the television to the opposing end of the Unit and purchasing sound absorbing wall panels.
- [35] I note that there appears to be a conflict in the Tenant and the complainant tenants' sleep schedule and that the Residential Property may not be sufficiently insulated to reduce noise. The Landlord chose to rent to the Tenant and such conflicts are not necessarily the fault of either occupying tenant(s).
- [36] I find that the Notice is invalid and the Application is allowed. The tenancy agreement will continue in full force and effect.

- [37] **The Tenant and all occupants must ensure that there is not excessive noise after 9:00 p.m. on the Residential Property. Otherwise, the Landlord may be able to end the tenancy in the future for unreasonably disturbing other occupants on the Residential Property.**

Tenancy Agreement Content – Proper Form

- [38] Since April 8, 2023 landlords on Prince Edward Island have been required to prepare a written tenancy agreement containing specific information.

- [39] Subsections 11(1) and (2) of the *Act* state:

- (1) *A landlord shall prepare a written tenancy agreement in respect of a tenancy that is entered into on or after the date this Act comes into force.*
- (2) *The landlord shall ensure that the tenancy agreement complies with the requirements of this Act and the regulations and includes*
 - (a) *the provisions set out in Division 4;*
 - (b) *the correct legal names of the landlord and tenant;*
 - (c) *the address of the rental unit;*
 - (d) *the date the tenancy agreement is entered into;*
 - (e) *the address for service and telephone number of the landlord, or the landlord's agent, and the tenant;*
 - (f) *the services and facilities included in the rent;*
 - (g) *the amount of rent that was charged, and the services and facilities that were provided, to the previous tenant of the rental unit, unless there was no previous tenant;*
 - (h) *the name and contact information of any person the tenant is to contact for emergency repairs; and*
 - (i) *the agreed terms in respect of*
 - (i) *the date on which the tenancy starts,*
 - (ii) *if the tenancy is a periodic tenancy, whether it is on a weekly, monthly or other periodic basis,*
 - (iii) *if the tenancy is a fixed-term tenancy, the date on which the term ends,*
 - (iv) *the amount of rent payable for a specified period,*
 - (v) *the day on which the rent is due and the frequency of payment, and*
 - (vi) *the amount of any security deposit and the date the security deposit was or is required to be paid.*

- [40] **The Landlord must ensure that all tenancy agreement content complies with the Act.**

- [41] I note that part of the tenancy agreement states:

"Under no circumstances will subletting of your unit be permitted. If this occurs there would be an automatic eviction."

- [42] The *Act* does not allow landlords to end a tenancy agreement automatically without a reason permitted by the *Act*.

- [43] I note that section 30 of the *Act* allows a tenant to sublet or assign a rental unit with the landlord's consent and that a landlord shall not unreasonably withhold consent. A landlord may only evict a tenant if a tenant does not follow section 30 of the *Act*.

- [44] The *Form 1 – Standard Form Tenancy Agreement* is found on the Rental Office's website.

IT IS THEREFORE ORDERED THAT

1. The tenancy agreement will continue in full force and effect.

DATED at Charlottetown, Prince Edward Island, this 8th 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 **20 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.