

INTRODUCTION

- [1] This decision determines an application filed by the Tenant with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act*, cap. R-13.11 (the “Act”).
- [2] The Landlord’s representative (the “Representative”) served an eviction notice to the Tenant seeking to end the tenancy. The Tenant disputes the eviction notice.

DISPOSITION

- [3] The Landlord has failed to establish a valid reason for ending the tenancy. The Notice is invalid and the tenancy will continue in full force and effect.

BACKGROUND

- [4] The Unit is a one-bedroom, one-bathroom apartment in a twelve-unit building (the “Residential Property”).
- [5] The Tenant and the former owner of the Residential Property entered into a written tenancy agreement that commenced on August 1, 2017. The Tenant paid a \$350.00 security deposit to the former owner. The Landlord purchased the Residential Property in May of 2020 and the tenancy continued.
- [6] On May 20, 2022 the Landlord and the Tenant signed a written, fixed-term tenancy agreement for the period of June 1, 2022 to May 31, 2023. At the end of the term the tenancy continued on a monthly basis. Rent in the amount of \$720.00 is due on the first day of the month.
- [7] The parties had two prior eviction disputes before the Rental Office.
- [8] On December 8, 2023 the Rental Office issued Order LD23-576 denying an eviction and permitting the tenancy to continue.
- [9] On February 2, 2024 the Rental Office issued Order LD24-041 denying a second eviction and permitting the tenancy to continue.
- [10] On October 7, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* effective November 7, 2025 under clause 61(1)(d) of the *Act* (the “Notice”). The particulars of termination stated:

You take in outsiders, often drink and make noise in the middle of the night, seriously disturbing the lives of other tenants, and allowing homeless people to live here. We have received many complaints from another tenants and reported it to the police. The property management staff has issued multiple warnings you many times but to no avail. So we have decided to evict them according to regulations.

- [11] I note that the earliest vacate date for the Notice is November 30, 2025 because of the minimum notice period required under subsection 61(3) of the *Act*. The Notice’s vacate date is automatically corrected to November 30, 2025 under section 54.
- [12] On October 10, 2025 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the “Application”) with the Rental Office disputing the Notice. The Tenant hand delivered the Application to the Representative on October 14, 2025.
- [13] On October 17, 2025 the Rental Office emailed the Landlord notice of a telephone hearing scheduled for November 13, 2025. The Tenant picked up a copy at the Rental Office.

- [14] On November 6, 2025 the Landlord was allowed an adjournment.
- [15] On November 6, 2025 the Rental Office emailed the Landlord a forty-two-page evidence package along with an updated notice of hearing for November 18, 2025. Included in the evidence package was the Director's evidence, which was two previous Rental Office Orders between the parties. The Tenant picked up a copy of the evidence package at the Rental Office.
- [16] On November 18, 2025 the Tenant, the Representative and two witnesses for the Landlord (KL and LL) joined the telephone 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. Does the evidence support the tenancy ending for cause?

ANALYSIS

Legal Basis

- [17] The Landlord bears the onus of proving its claims on a balance of probabilities. This means that there must be sufficiently clear, convincing and cogent evidence to find that the claim(s) alleged are more likely correct than not.
- [18] 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 tenancy must put forward compelling evidence.

- [19] More recently, in Order LR25-21 the Commission restated the seriousness of a landlord ending a tenancy (paragraph 22):

Ending a tenancy is a serious matter not to be undertaken lightly.

- [20] The Landlord seeks to end the tenancy 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.*

- [21] For the reasons below, I find that the Landlord's evidence does not establish a valid reason contained in the Notice for ending the tenancy. Accordingly, the Notice is invalid and the Application is allowed.

Summary of the Evidence

- [22] The Landlord's evidence was summarized and presented by the Representative who had two witnesses, KL and LL, testify at the hearing.

- [23] The Representative stated that she received a lot of complaints from other tenants in the Residential Property. The complaints were regarding loud noises late at night, allowing others to live in the Unit and leaving bicycles and other items around the Residential Property.
- [24] The Representative stated that she gave the Tenant many verbal warnings about the complaints, but did not give the Tenant any written warnings. The Representative stated that despite the verbal warnings to the Tenant the complaints continued. The Representative served the Notice to the Tenant.
- [25] The Landlord's witness, KL, is another tenant in the Residential Property. KL stated that he lives in a rental unit directly above the Unit. KL stated that the Tenant has many overnight guests who make loud noises late at night. KL stated that the Tenant and the Tenant's guests have regularly disturbed his sleep.
- [26] The Landlord's witness, LL is the Representative's assistant. LL stated that on the date of the hearing he was at the Residential Property cleaning garbage around the lawn.
- [27] LL stated that from September to November 2025 he has text messaged the Tenant many warnings about the property left around the Residential Property.
- [28] LL stated that the Tenant moved some of the property to the garbage bin area on the Residential Property, but has not removed it from the Residential Property.
- [29] The Tenant's evidence was summarized and presented by the Tenant.
- [30] The Tenant stated that he has friends over to the Unit from time to time to watch the hockey game. The Tenant denied having friends over late into the night. The Tenant stated that there are no overnight guests and that he is the only occupant in the Unit.
- [31] The Tenant stated that he does not leave bicycles in the hallways any longer. After receiving a verbal warning from the Landlord, the bicycles were moved either inside the Unit or outside. The Tenant stated that his bicycles have been stolen because they are outside.
- [32] The Tenant denied that the property in the Landlord's photographs was all owned by him or his guests.
- [33] The Tenant stated that all the property in the Landlord's photographs has been removed from the Residential Property. The Tenant stated that the only property left is his bike rack and maybe his ladder.
- [34] The Tenant stated that he does not have a phone or mobile phone.
- [35] The Tenant stated that this is the third eviction notice that he received from the Landlord.

Determination

- [36] I find that the Landlord's evidence is insufficient to establish a valid reason for ending the tenancy.
- [37] The Landlord's photographic evidence shows numerous items stored on the Residential Property. This is unsightly, inconvenient and can be problematic for others living at the Residential Property.
- [38] LL's testimony provided details about warning the Tenant about the property being stored on the Residential Property and cleaning the garbage. However, I find that the Tenant's evidence is that he does not own a mobile phone and would not have received any prior text messaged warnings. Further, the Tenant's evidence denies much of LL's testimony.

- [39] The Tenant's evidence denies ownership of much of the property shown in the photographs. The Tenant also testified that all of the property has been removed but for a bicycle rack and ladder.
- [40] The Landlord's witnesses testified to what they have witnessed and experienced at the Residential Property. KL's testimony provided details about the noise coming from the Unit late at night. The Tenant denied such accusations and provided context.
- [41] ***Ending a tenancy is a serious matter*** and a landlord is required to bring compelling evidence to establish a valid reason for ending the tenancy. I find that the evidence presented is not compelling to warrant ending the tenancy.
- [42] This is the Landlord's *third* attempt to evict the Tenant. That is to say the Landlord has had two prior experiences and opportunities to evict the Tenant. The Landlord has been unsuccessful in their three attempts to end the tenancy.
- [43] I caution the Landlord that any further attempts to evict the Tenant *must* be carefully considered and have compelling, convincing and the appropriate evidence to support a valid reason for ending the tenancy.
- [44] The Notice is invalid and the Application is allowed. The tenancy will continue in full force and effect.

IT IS THEREFORE ORDERED THAT

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

DATED at Charlottetown, Prince Edward Island, this 21st day of November, 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.