

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 disturbed and endangered others, or put the Landlord's property at significant risk and failed to comply with a material term of the tenancy agreement.
- [3] The Tenant disputes the reasons contained in the eviction notice.

DISPOSITION

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

BACKGROUND

- [5] The Unit is an apartment in an eight-unit building owned by the Landlord. The Unit's building is within a complex of four apartment buildings with a shared parking lot (the "Residential Property").
- [6] Around June 15, 2015, the Tenant and a previous landlord entered into a tenancy agreement for the Unit. A \$500.00 security deposit was paid at the beginning of the tenancy.
- [7] On December 17, 2017, the Tenant and the Landlord entered into a written monthly tenancy agreement for the Unit after the Landlord purchased the Residential Property. Rent is \$916.73 due on the first day of the month. The Tenant's \$500.00 security deposit was transferred to the Landlord.
- [8] On December 17, 2025, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with a vacate date of January 18, 2026, for disturbing and endangering others, or putting the Landlord's property at significant risk and for failing to comply with a material term of the tenancy agreement (the "Notice"). The Landlord's witness ("LW1") stated the Notice was served by email, and at the hearing, the Tenant stated she received the Notice on December 17, 2025.
- [9] The particulars of termination stated:

"Since last Summer 2025, the tenant has repeatedly harassed and disturbed other tenants by yelling and making offensive accusations. The tenant has also repeatedly smoked beside the building entrance in breach of the lease."
- [10] The earliest vacate date for the Notice is January 31, 2026, because of the minimum notice period required by subsection 61(3) of the Act. For this reason, the Notice's vacate date is automatically corrected to January 31, 2026, under section 54.
- [11] On December 18, 2025, the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Application") with the Rental Office, disputing the Notice. The Tenant served the Application to the Landlord on December 18, 2025.
- [12] On December 30, 2025, the Rental Office sent the parties notice of a teleconference hearing scheduled for January 27, 2026.
- [13] On January 19, 2026, the Rental Office sent the parties a 47-page evidence package and three videos via TitanFile.

- [14] On January 27, 2026, the hearing was postponed due to a weather-related closure of the Rental Office. The Rental Office sent the parties notice of a rescheduled teleconference hearing for January 29, 2026.
- [15] On January 29, 2026, the Tenant, the Landlord's representative (the "Representative"), and three Landlord witnesses ("LW1," "LW2," and "LW3") participated in a teleconference hearing. The parties confirmed receipt of the evidence and that all the evidence submitted to the Rental Office was included in the evidence package.

ISSUE

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

EVIDENCE

- [16] The Representative stated there have been disputes between the Tenant and other tenants of the Residential Property, which have occurred on and off the Residential Property. The Representative stated that the Tenant has also been smoking within 15 metres of the Residential Property, despite the Landlord having warned the Tenant twice.
- [17] LW2 stated that she lives in one of the Residential Property's buildings. LW2 stated she started experiencing issues with the Tenant in the summer of 2024. She stated that the Tenant initially had issues with LW2's mother, and that LW2's mother had to move away from the area due to the Tenant's actions. The Tenant then started disturbing LW2.
- [18] LW2 stated that she is often orally harassed by the Tenant's children. The Tenant will encourage her children to harass her and then also join in. The Tenant will often yell at LW2 across the Residential Property's parking lot. LW2 stated that she has also observed the Tenant smoking next to the Tenant's building and gave the Landlord photos of the Tenant smoking, which the Landlord submitted as evidence.
- [19] LW3 stated that she lives in one of the Residential Property's buildings. Since the summer of 2025, the Tenant has been harassing her around the Residential Property, at work, and in public. The Tenant repeatedly calls her derogatory names and often makes hostile facial expressions at her. These interactions have happened many times and have made her feel uncomfortable and unsafe.
- [20] LW3 stated she works at a child care facility, which is on the other side of the Residential Property's fence by the Tenant's building. On August 26, 2025, after LW3 finished work, she was walking home, and the Tenant yelled out that LW3 and her co-workers were "*child molesters*." The Tenant has also called her and her co-workers "*gay*." The Tenant has also called her a "*whore*" and a "*bitch*." LW3 stated her employer has moved their play area away from the Tenant's building to avoid harassment from the Tenant.
- [21] LW3 stated that in December 2025, LW3 was at the grocery store with her brother, and the Tenant repeatedly yelled "*incest*" at them in public. On December 17, 2025, LW3 was getting into a vehicle in the parking lot of the Residential Property. The Tenant verbally harassed LW3, made faces at her, and stuck her tongue out at her. LW3 stated that she has contacted the police regarding the Tenant's behaviour.
- [22] The Landlord submitted a statement from LW3's supervisor dated December 21, 2025. The supervisor stated she heard the Tenant yell racial slurs at her staff and, on August 26, 2025, called them "*child molesters*." The Tenant yelled "*incest*" at LW3 and "*gay*" at the supervisor and her daughter. The daycare has moved its play area away from the Tenant's building to avoid harassment from the Tenant.

- [23] The Tenant stated that LW2 calls her son fat and yells at her son. She stated that when she is outside, LW2 will stare at her and harass her.
- [24] The Tenant stated that she does not harass the children at the child care facility. She stated that she once asked LW3 why she was dressed the way she was, as the Tenant found it inappropriate. She stated she called LW3 “*insensitive*” because they let a child stay in the heat on a particular day. She stated she does not harass LW3.
- [25] The Tenant denied smoking near the Residential Property’s buildings. She stated in LW2’s photographs that she is on her phone and not smoking. She stated that she always smokes by the fence, which is away from her building. The Tenant submitted letters of support from her doctor and other individuals as evidence.

ANALYSIS

- [26] The Landlord’s first reason in the Notice for ending the tenancy is under clause 61(1)(d) of the Act, which states:

61(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.*

- [27] I find that the Landlord has established that the Tenant has breached clause 61(1)(d) of the Act by significantly interfering with or unreasonably disturbing another occupant of the residential property.
- [28] I note that in Order LR25-54, the Island Regulatory and Appeals Commission (the “Commission”) commented regarding a landlord seeking to evict a tenant for cause or disturbing others:

“23. Where a landlord seeks to evict a tenant, the landlord bears the onus to prove, on the civil standard of a balance of probabilities, that there is a valid reason referenced in the Act and set out in the Notice to terminate the tenancy.

24. In Order LD25-321 the Residential Tenancy Officer stated at paragraph 27:

[27] When a landlord is evicting a tenant for cause or disturbing others, the best practice is for the landlord to have the affected persons participate in the hearing. The parties or witness would affirm to tell the truth, provide their testimony, and be available to answer questions regarding their evidence. In this case, the complaining tenant did not participate to provide further context to his complaints.”

- [29] In this matter, the affected persons (LW2 and LW3) participated in the hearing, affirmed that they would tell the truth, provided their testimony, answered questions regarding their evidence, and provided further context for their complaints.
- [30] LW2 testified that she is often verbally abused by the Tenant and the Tenant’s children. She stated that the Tenant will often yell at LW2 in the Residential Property’s parking lot.

- [31] LW3 stated that the Tenant had yelled “incest” at her in public, called her a “whore” and a “bitch,” verbally harassed her, made faces at her, and stuck her tongue out at her. LW3 testified that the Tenant has called her and her co-workers “child molesters” and “gay,” and as a result of the Tenant’s actions, her employer has moved their play area away from the Tenant’s building to avoid harassment from the Tenant.
- [32] LW3’s supervisor provided evidence consistent with LW3. The supervisor stated that the Tenant yelled racial slurs at her staff and called them “child molesters,” and the Tenant yelled “incest” at LW3 and “gay” at the supervisor and her daughter. Despite LW3’s supervisor not participating in the hearing, I find that the supervisor’s statement supports LW3’s testimony.
- [33] Despite the Tenant stating that LW2 also disturbs her and her family and that she does not harass LW3, I find that LW2’s and LW3’s testimony regarding the Tenant’s actions sufficiently establishes valid grounds for termination of the tenancy agreement under clause 61(1)(d) of the Act.
- [34] As the Landlord has established valid grounds for termination of the tenancy agreement, I do not need to determine the Landlord’s additional grounds for eviction in the Notice.
- [35] Therefore, I find that the Notice is valid and the Application is denied.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective February 13, 2026, at 5:00 p.m.
2. The Tenant and all occupants must vacate the Unit by this date and time.
3. A certified copy of this Order may be filed in the Supreme Court and enforced by Sheriff Services as permitted by the Act.

DATED at Charlottetown, Prince Edward Island, this 6th day of February, 2026.

(sgd.) Mitch King

Mitch King

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.