

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 served an eviction notice to the Tenant seeking to end the tenancy for disturbing others and causing damage.
- [3] The Tenant disputes the Landlord's eviction notice.

DISPOSITION

- [4] There is insufficient evidence to establish a valid basis for ending the tenancy. The tenancy will continue in full force and effect.

BACKGROUND

- [5] The Landlord and the Tenant have been parties to four previous Rental Office decisions and two Island Regulatory and Appeals Commission (the "Commission") decisions. The previous decisions are included in the record as Director's Evidence.
- [6] The Unit is a two-bedroom, two-bathroom apartment located in a 36-unit building that was built in August of 2020 (the "Residential Property").
- [7] The parties entered into a written, fixed-term rental agreement for the period of February 28, 2022 to March 31, 2023. At the end of the fixed-term the tenancy continued on a monthly basis (the "Tenancy Agreement"). A security deposit of \$1,550.00 was paid at the beginning of the tenancy.
- [8] The exact amount of the monthly rent is uncertain, it appears that the monthly rent as of February 2026 is \$1,665.88. This is based upon a 2.0% rent increase in January 2026.
- [9] On January 14, 2026 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* effective February 28, 2026 for disturbing others and causing damage (the "Notice").
- [10] On January 16, 2026 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 Landlord with the Application.
- [11] On January 22, 2026 the Rental Office emailed the parties notice of a teleconference hearing scheduled for February 12, 2026.
- [12] On January 23, 2026 the Rental Office emailed the parties a rescheduled notice of teleconference hearing scheduled for February 10, 2026.
- [13] On January 30, 2026 the Rental Office emailed the parties a TitanFile link to an 89-page PDF and 4-video-recording evidence package.
- [14] On February 4 and 5, 2026 the Tenant and the Landlord communicated via email and carbon-copied the Rental Office. The email correspondence was included in the record, which also included two attached invoices.
- [15] On February 10, 2026 the Tenant and the Landlord's representatives (the "Representatives") joined the teleconference for determination of the Application. The parties confirmed that they received the evidence package and confirmed that all documents, videos and email correspondence submitted was included.

ISSUE

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

ANALYSIS**Legal Test**

- [16] The Landlord has the onus to prove its claims against the Tenant on a balance of probabilities. This means that there must be sufficiently clear and convincing evidence to find that the claims are more likely correct than not.

- [17] In Order LR24-64 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] The Landlord’s reasons in the Notice for ending the tenancy are under clauses 61(1)(d) and (f) of the Act, which state:

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;**
- (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.*

- [19] The particulars of termination on the Notice state:

“On December 28, 2025 at 9:30 pm the Tenant disturbed the peace and intentionally dumped buckets of malodorous waste water into the common corridor and against the door of the tenant across the hall. This action caused a confrontation with neighbours across the hall and required immediate clean up for which we are seeking payment from [the Tenant] in the amount of \$606.75 (invoice #TCW-YJ25084A attached) and eviction of [the Tenant] from the premises.”

- [20] For the reasons below, I find that the Landlord provided insufficient evidence to establish a valid reason in the Notice for ending the tenancy. As a result, the tenancy will continue in full force and effect.

Disturbing Others & Causing Damage

- [21] The Landlord seeks to end the tenancy because on December 28, 2025, the Tenant allegedly threw buckets of unsanitary water into the common corridor of the Residential Property. The Landlord alleges that the Tenant’s actions unreasonably disturbed the neighbour tenant and damaged the Residential Property.

- [22] The Landlord’s evidence was presented by the Representatives.

- [23] The Representatives stated that on December 28, 2025, while out of the country, they received complaints from a neighbouring tenant who stated that the Tenant was throwing buckets of unsanitary water into the corridor and hitting their rental unit's door. The police were called to the Residential Property.
- [24] The Representatives stated that they received emails from the Tenant regarding the plumbing issue, and that a plumber was called and arrived at the Unit late evening on December 28, 2025. The plumber did not have the proper equipment for the issue and returned on December 29, 2025.
- [25] The Representatives stated that they are not blaming the Tenant for the plumbing issue, and stated that the plumber could not determine how the water got into the corridor.
- [26] The Landlord submitted four-video-recordings, two of the videos were taken by the neighbouring tenant. One of the videos shows the water in the corridor and the other video shows an oral argument between the neighbouring tenant and the Tenant. The other two-recordings show the Representative speaking with the plumber.
- [27] The Representative stated that First Onsite removed the water from the corridor.
- [28] The Representatives stated that the security cameras in the corridor had a glitch and were not recording for about an hour, which happened to be the period of time the Tenant threw the buckets of water into the corridor.
- [29] The Tenant's evidence was presented by himself.
- [30] The Tenant denied the Landlord's allegations. The Tenant stated that he did not throw buckets of water in the corridor.
- [31] The Tenant stated that he emailed the Landlord on December 26, 2025 regarding the plumbing issue. The Tenant stated that the Landlord failed to contact a plumber immediately. The Tenant stated that the issue worsened on December 28, 2025. The Tenant stated that he rented a 20-gallon shop vac and put the buckets of water into the toilet.
- [32] The Tenant stated that the shop vac's wheel broke, which caused it to fall over spilling the water. This resulted in the water going into the corridor. The Tenant stated that he mopped and cleaned the water in the Unit, this is why the floor was dry in the video. The Tenant submitted photographs of the Unit's floor.
- [33] The Tenant stated that the Landlord was more interested in collecting evidence against him for an eviction rather than help with the plumbing issue. The Tenant also alleged that the Landlord's evidence was altered, edited and unreliable.
- [34] The Tenant questioned why the Landlord did not submit the video-recordings from the corridor hallway cameras into evidence. If the Landlord's allegations were true, then this would have proven the Landlord's allegations.

Determination

- [35] The parties have an adversarial history with one another. The Landlord has attempted to evict the Tenant numerous times throughout the tenancy for various reasons.
- [36] Between the night of December 26, 2025 and the morning of December 28, 2025 the parties communicated via email about the plumbing issue.
- [37] The reasons stated in the Notice are regarding the Tenant's alleged actions during the day of December 28, 2025.

- [38] The Landlord alleges that the Tenant threw buckets of unsanitary water into the common area corridor, which resulted in unreasonably disturbing the neighbouring tenant and damaging the corridor floor.
- [39] I find that the Landlord's evidence does not establish either reason stated in the Notice.
- [40] The Landlord's evidence is insufficient because the Landlord did not provide any direct or objective evidence to substantiate the claim that the Tenant threw the buckets of water into the corridor. The Representatives were not present at the Residential Property on December 28, 2025. The Landlord's evidence includes a screenshot of a text message conversation between the Representatives and the complaining neighbouring tenant. However, the neighbouring tenant did not participate in the hearing to provide direct testimony under affirmation.
- [41] Further, I find that the Landlord's evidence does not include any direct or objective evidence from the security cameras, findings from any police reports, or findings from the plumber and/or First Onsite which support the Landlord's allegations against the Tenant.
- [42] The Representatives stated that the Tenant provided inconsistent testimony with what is shown in the video-recordings, particularly the video-recording of the Tenant and the neighbouring tenant arguing. However, I find that the Tenant provided plausible explanations to why and how the water got into the common area corridor and why the Unit's floor appeared dry in the video. I further find that despite any inconsistencies in the Tenant's testimony, the Landlord still has the burden of proof to establish its claims against the Tenant.
- [43] I find that the Landlord has provided insufficient evidence to establish a valid basis for ending the tenancy. Therefore, the Notice is invalid and the Application is allowed.

IT IS THEREFORE ORDERED THAT

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

DATED at Charlottetown, Prince Edward Island, this 11th day of February, 2026.

(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.

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.