

INTRODUCTION

- [1] This decision determines an application filed by the Landlord 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 because of an unreasonable number of occupants in the Unit, disturbing others and illegal activity.

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 six-unit building (the "Residential Property").
- [5] In December 2020 the parties entered into an oral, monthly tenancy agreement. Rent in the amount of \$850.00 is due on the first day of the month. A \$450.00 security deposit was paid.
- [6] On October 4, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with a vacate date of November 4, 2025 (the "Notice") by posting the Notice to the Unit's door.
- [7] I note that the effective date is automatically corrected to November 30, 2025 under section 54 of the *Act* to comply with the minimum notice period under subsection 61(3).
- [8] On October 14, 2025 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office disputing the Notice. However, the Tenant did not serve the application to the Landlord within 5 days as is required by the *Act*. As a result, the Rental Office rejected the Tenant's application.
- [9] On January 20, 2026 the Landlord 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. The Landlord posted the Application to the Unit's door.
- [10] On January 23, 2026 the Rental Office emailed the Tenant notice of a teleconference hearing scheduled for February 12, 2026. The Rental Office called the Landlord to pick-up a copy at the office.
- [11] On February 5, 2026 the Rental Office emailed the parties a TitanFile link to a 27-page PDF and 83-video evidence package.
- [12] On February 12, 2026 at the beginning of the scheduled hearing the Tenant stated that she did not receive or review the evidence package. The Tenant requested additional time to review the evidence package. I adjourned the hearing to the following day.
- [13] On February 13, 2026 the Landlord, the Landlord's three witnesses ("LW1," "LW2," and "LW3") and the Tenant joined the teleconference hearing for determination of the Application. The parties confirmed that they received the evidence package and confirmed that all documents and videos submitted were included. The Tenant did not submit any evidence. The Tenant's rejected application was included as Director's Evidence.

ISSUE

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

PRELIMINARY MATTER

The Tenant's application and the deeming provisions under subsection 61(6)

- [14] The Tenant filed an application with the Rental Office on October 14, 2025 within the required ten days to dispute the Notice. However, the evidence establishes that the Tenant did not serve the Landlord with the application within five days as is required by the *Act*. As a result, the Rental Office rejected the Tenant's application.
- [15] I note that while the Tenant filed their application to dispute the Notice on time with the Rental Office, the Tenant stated that she could not serve the Landlord the application because she did not have the Landlord's mailing or email address. The Tenant's application also stated: "*I am unable to effect service on my Landlord as I do not know his address nor does he have an email.*"
- [16] The evidence establishes that the parties generally communicate through text message or in person. The Tenant further stated that at the time she filed the application she was unaware that text message was a valid option to serve the application until it was too late to serve the Landlord. The Tenant also stated the Rental Office had served documents and have "*taken care of things*" for her in the past.
- [17] I am unable to extend or ignore the service requirements under the *Act*. Further, the tenancy started prior to April 8, 2023, which is when the *Act* came into force. This means that the Landlord was not required to have a written tenancy agreement and all the required content (which would include address for service) under subsections 11(1) and (2) of the *Act*.
- [18] The Landlord stated that he only recently created an email address and did not have an email address when he served the Notice on October 4, 2025.
- [19] I note that if a tenant fails to dispute an eviction notice then the tenant is deemed to have accepted the eviction notice under subsection 61(6) of the *Act*.
- [20] In these circumstances, based upon the Tenant's evidence of her attempt to file an application to dispute the Notice despite not perfecting that process, I find it appropriate to make a determination of the Notice on its merits and not based upon the deeming provisions under subsection 61(6).
- [21] I find that making a determination on the Notice's merits versus using the deeming provisions is a meaningful attempt to correct any perceived procedural unfairness or prejudice against the Tenant not being able to properly dispute the Notice.
- [22] The parties were advised that the Notice would be determined on its merits at the hearing and the hearing proceeded accordingly.

ANALYSIS

Legal Test

- [23] The Landlord has the onus to prove his 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.
- [24] 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..."

- [25] The Landlord's reasons in the Notice for ending the tenancy are under clauses 61(1)(c), (d) and (e) 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:

- (c) there is an unreasonable number of occupants in the tenant's rental unit;*
- (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.**

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

"All tenants + neighbours have issues with you your so-called friends have stolen other tenants' property. There is needles strewn about the property."

- [27] For the reasons below, I find that the Landlord provided sufficient evidence to establish a valid reason in the Notice for ending the tenancy. As a result, the Tenant and all occupants must vacate the Unit by the timeline below.

Disturbing Others

- [28] The Landlord's evidence was presented by the Landlord.
- [29] The Landlord stated that the Tenant and her guests/occupants have disturbed other tenants in the Residential Property. The Landlord stated that other tenants have complained about property being stolen by guests allowed into the Residential Property by the Tenant.
- [30] The Landlord stated that the Residential Property is a secure building. The Tenant has provided the keys to non-tenants and has repeatedly left the keys outside for her guests. The Landlord stated that the Tenant has allowed her guest into the Residential Property and the guests are often loud, yelling for the Tenant, appear to be on drugs, and have left needles on the Residential Property.
- [31] The Landlord stated that the videos submitted into evidence are from the surveillance videos on the Residential Property. The Landlord stated that the videos show the Tenant allowing numerous guests into the Residential Property at very late hours.
- [32] The Landlord stated that one video, in particular, shows an individual outside the Residential Property, throwing rocks at the Unit's window, attempting to get the Tenant's attention.
- [33] The Landlord stated that he has received complaints about excessive and loud noise during the late-night hours coming from the Unit. The Landlord stated that the noise complaints include loud banging, heavy footsteps and loud music.

- [34] The Landlord stated that the Tenant uses electrical outlets in the common area hallways for the Unit, without his permission. The Landlord stated that this is a safety hazard because of extension cords and that the Tenant has stored her personal items in the common area hallways. The Landlord stated that this creates a fire safety concern.
- [35] The Landlord submitted photographs of the Residential Property's common areas. The Landlord stated that the photographs show the Tenant's personal items in the common areas, extension cord from the Unit to the common area outlets, keys left outside for others people to gain access to the Residential Property and syringes left in the common areas.
- [36] The Landlord stated that the police have been called to the Residential Property because of illegal activity caused by the Tenant's guests.
- [37] The Landlord called three witnesses: LW1, LW2 and LW3.
- [38] LW1 stated that he has lived in the Residential Property since 2022 or 2023 with his family.
- [39] LW1 stated that he is concerned with the heavy foot-traffic in the Residential Property caused by the Tenant. LW1 stated that the Tenant's guests have stolen his property. LW1 stated that the Landlord provided him access to the surveillance camera, which have shown the Tenant's guests.
- [40] LW1 stated that the Tenant will leave her laundry in the laundry room and the machines for long periods of time. LW1 stated that the Tenant's behaviour and the Tenant's guests' behaviour has unreasonably disturbed him and his family's quiet enjoyment. LW1 stated that the Residential Property is unsecure and unsafe due to the amount of foot-traffic coming and going from the Unit.
- [41] LW1 stated that he has complained to the Landlord on many occasions about the Tenant's guests, use of the laundry room and late-night activities, such as vacuuming the common areas. LW1 stated that the Tenant has a lot of personal belongings stored under the stairs and in the common area hallways. LW1 stated that this is a safety concern, which he has brought to the Landlord's attention.
- [42] LW2 is a neighbour to the Residential Property, who has lived at her residence since 2018.
- [43] LW2 stated that she has complained to the Landlord regarding the Tenant's guests. LW2 stated that the neighbourhood has become unsafe due to the Tenant's guests. LW2 stated that the Tenant's guest often yells outside, calling the Tenant's name, and throw rocks at the Unit's window. LW2 stated that the Tenant's guests' trespass on her property, appear to have substance abuse issues based on their behaviour and leave needles around the Residential Property.
- [44] LW2 stated that she feels unsafe due to the Tenant's guests. LW2 stated that she knows that the individuals are the Tenant's guests because she has witnessed the Tenant talking with these individuals and letting them into the Residential Property.
- [45] LW3 stated that she has lived in the Residential Property since 2022.
- [46] LW3 stated that the Tenant's guests have disturbed her quiet enjoyment. LW3 stated that guests of the Tenant will yell, calling the Tenant's name in the common areas at 3:00 or 4:00 a.m. LW3 stated that she has seen people waiting, coming and going, at all hours of the day and night. LW3 stated that the Tenant has permitted all these individuals in the Residential Property. LW3 stated that she has found needles in the common areas and that there are children in three of the six rental units.
- [47] The Tenant's evidence was presented by the Tenant.

- [48] The Tenant stated that she is a nocturnal person, and a helpful person. The Tenant stated that many of the guests that she invites into the Residential Property are people who are “down on their luck.” The Tenant stated that she does not condone or invite drug use on the Residential Property. The Tenant stated that is not aware of any police visits or theft.
- [49] The Tenant stated that she has refused some people entry in the past due to their actions. The Tenant stated that she believed the laundry was not to be done past 12:00 a.m. The Tenant stated that she does leave laundry in the dryer from time to time.
- [50] The Tenant stated that she has repeatedly told any guests not to yell or throw rocks at the window to get her attention.
- [51] The Tenant stated that her bicycle and garden materials are stored under the common area stairway. The Tenant stated that she does have a lot of personal belongings stored in the hallway, however, that hallway is just to the Unit and is not in any other tenant’s way.
- [52] The Tenant questioned and denied the Landlord, LW1, LW2 and LW3’s testimonies.
- [53] The Tenant stated that the Landlord’s allegations and the witnesses’ claims are based upon a dispute started with a former tenant in the Residential Property.

Determination

- [54] I find that the Landlord’s evidence establishes a reason for ending the tenancy under clause 61(1)(d) of the *Act*.
- [55] Clause 61(1)(d) of the *Act* broadly provides reasons for ending the tenancy, which include a tenant or their guest unreasonably disturbing other occupants or the landlord, seriously threatening the health or safety or lawful right of other occupants or the landlord, or putting the property at significant risk.
- [56] In this case, I find that the Landlord provided convincing evidence to establish that, particularly, the Tenant’s guests have unreasonably disturbed others in the Residential Property. The Landlord’s evidence included his direct evidence to the complaints received and the oral warnings he provided the Tenant regarding the complaints. The Landlord had three separate witnesses provide direct evidence regarding their experience and complaints related to the Tenant and the Tenant’s guests’ behaviour.
- [57] The Landlord’s testimony and the Landlord’s witnesses’ testimony is consistent with the evidence shown in the 83-video-recordings of surveillance after the Notice was served. The Landlord also provided photographs of the Residential Property’s common areas.
- [58] I find that the evidence establishes that there are concerns of safety, security and on-going disturbances at the Residential Property. The evidence also establishes that these concerns are all associated with guests of and/or individuals looking for the Tenant.
- [59] Despite the Tenant’s denial of the Landlord’s evidence and characterization of helping others, I find that the evidence establishes that the Tenant’s late-night activities, storage of personal belongings in common areas and the permitted guests’ behaviour have unreasonably disturbed other tenants in the Residential Property. I further find that the Landlord’s evidence establishes that this disruptive behaviour commenced well before and continued well after the Notice was served. In other words, I am satisfied by the evidence that the Tenant has had numerous opportunities to correct this behaviour.
- [60] As a result, I find that the Notice is valid, the Application is allowed and the tenancy will end by the timeline below.

[61] It is unnecessary to make a determination on the other reasons on the Notice.

IT IS THEREFORE ORDERED THAT

1. The tenancy will end between the parties effective **5:00 p.m. on February 26, 2026.**
2. The Tenant and all occupants must vacate the Unit by this time and date.
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 19th 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 **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.