

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 Tenant disputes the Landlord’s eviction notice.
- [3] The Landlord seeks an order requiring the Tenant and all occupants to vacate the Unit for causing damage to the Unit.

DISPOSITION

- [4] The tenancy agreement will continue, and the Tenant can continue living in the Unit.

BACKGROUND

- [5] The Unit is an apartment in a four-unit building owned by the Landlord.
- [6] On August 30, 2022, the Landlord, the Tenant, and another individual entered into a written fixed-term tenancy agreement for the Unit for the period from September 1, 2022, to August 30, 2023. The tenancy then continued on a monthly basis. Rent is \$1,050.00 monthly, and the Tenant paid a \$1,050.00 security deposit at the beginning of the tenancy.
- [7] On January 30, 2026, the Landlord’s representative (the “Representative”) emailed the Tenant a *Form 4(A) Eviction Notice* with an effective date of February 28, 2026 (the “Notice”) for causing damage to the rental unit. The particulars of termination state:

“Due to significant water damage caused by a frozen pipe and window opened from another unit urging repairs are required in that apartment along with your apartment that was also affected. In order to do necessary repairs apartment needs to be vacated.”
- [8] On February 6, 2026, the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the “Application”) seeking to dispute the Notice. The Tenant emailed a copy to the Landlord on the same date.
- [9] On February 23, 2026, the Rental Office emailed the parties notice of a teleconference hearing scheduled for March 17, 2026.
- [10] On March 9, 2026, the Rental Office emailed the parties a 152-page PDF evidence package.
- [11] On March 17, 2026, the parties called into the teleconference hearing. The hearing was postponed to provide the parties additional time to attempt to resolve the matter.
- [12] On March 31, 2026, the Rental Office emailed the parties notice of a rescheduled teleconference hearing for April 7, 2026, as the parties could not resolve the matter.
- [13] On April 7, 2026, the Tenant and the Representative joined the teleconference hearing. The parties confirmed receipt of the evidence package and stated that all the evidence they submitted was included.

ISSUE

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

EVIDENCE

- [14] The Representative stated that on January 21, 2026, the Unit sustained water damage due to a water pipe breaking in the rental unit above the Unit. After the Unit sustained water damage, ServiceMaster was hired to repair it. ServiceMaster determined that the Tenant and the Tenant's roommate could not live in the Unit while it was being repaired. The Representative stated there is no timeframe for the repairs to be completed.
- [15] The Representative stated that the Tenant moved out of the Unit in February 2026 and has been living elsewhere since. The Representative stated that since the Unit became damaged, the Landlord has been experiencing health issues. The Representative stated that the Landlord's health issues have worsened due to the stress of having to deal with the repairs to the Residential Property and dealing with the Tenant.
- [16] The Representative stated that the Tenant has not damaged the Unit, but the Landlord wants to end the tenancy due to the added stress this matter has caused. The Representative stated the Tenant had previously been late paying rent. The Representative stated that the Tenant and the Landlord have been having difficulty agreeing on the rent amount the Tenant should pay during the repairs. The Representative stated that the Tenant has had unauthorized roommates in the Unit.
- [17] The Tenant stated that she has not damaged the Unit and wants to move back into it once the repairs are complete. The Tenant stated that the Unit was damaged due to a water pipe breaking in the rental unit above, and that it was not her fault. The Tenant stated she was late in paying rent for February 2026 because she was paying rent for the Unit and has additional costs since she is living away from the Unit. The Tenant stated that the Landlord was aware of her roommates and authorized the two roommates that she had.

ANALYSIS

- [18] I have reviewed the parties' evidence and submissions, and I find that the Landlord has not established a valid reason to terminate the tenancy agreement.
- [19] The onus is on the Landlord, as the party asserting their claims against the Tenant, to provide clear evidence to establish their claims on a balance of probabilities.
- [20] In Order LR24-64, the Island Regulatory and Appeals 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..."*
- [21] The Landlord's only reason in the Notice for terminating the tenancy is under clause 61(1)(f) 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:*
- (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.*
- [22] Despite the Landlord serving the Notice for damage, the Representative stated that the Tenant had not damaged the Unit. The Representative stated that the Unit's damage was caused by a water pipe breaking in the unit above. The Representative stated that the Landlord seeks to terminate the tenancy for reasons unrelated to the Tenant causing any damage to the Unit.

- [23] I find that, despite the Representative alleging other reasons for the termination of the tenancy agreement, none of these additional reasons were specified in the Notice or noted in the particulars of termination. I find that the Landlord's evidence does not establish the reason for termination stated in the Notice.
- [24] I find that the Landlord has provided insufficient evidence to establish a valid basis for ending the tenancy contained in the Notice. Therefore, the Notice is invalid, and the Application is allowed.

IT IS THEREFORE ORDERED THAT

1. The tenancy agreement will continue, and the Tenant can continue to live in the Unit.

DATED at Charlottetown, Prince Edward Island, this 9th day of April, 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 **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.