

INTRODUCTION

- [1] This decision addresses an application filed with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act* (the “Act”).
- [2] The Landlord seeks an order requiring the Tenant to vacate the Unit for disturbing and endangering others or putting the Landlord’s property at significant risk.
- [3] The Tenant disputes the Landlord’s eviction notice.

DISPOSITION

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

BACKGROUND

- [5] The Unit is a room and shared common facilities in a house (the “Residential Property”) owned by a family member of the Landlord.
- [6] Sometime in April or May 2025, the Landlord and the Tenant entered into an oral monthly tenancy agreement for the Unit. Rent is \$450.00 monthly, due on the first of the month. No security deposit was required.
- [7] On March 4, 2026, the Landlord served the Tenant a *Form 4(A) Eviction Notice* with an effective date of April 1, 2026 (the “Notice”) for disturbing and endangering others or putting the Landlord’s property at significant risk. No particulars of termination were stated in the Notice. The Notice was served by posting it to the Unit’s door.
- [8] The earliest vacate date for the Notice is April 30, 2026, due to the minimum notice period required under subsection 61(3) of the Act. For this reason, the Notice’s vacate date is automatically corrected to April 30, 2026, under section 54.
- [9] On March 5, 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 March 4, 2026.
- [10] On March 26, 2026, the Rental Office emailed the parties notice of a paper-based hearing with a first submission deadline of April 7, 2026.
- [11] On April 2, 2026, the Landlord served the Tenant with a *Form 4(A) Eviction Notice*, effective April 21, 2026, for failure to pay \$450.00 in rent for April 2026. On April 2, 2026, the Tenant paid the rent and the Notice was invalidated.
- [12] On April 9, 2026, the Rental Office emailed the parties a 41-page PDF evidence package with a response submission deadline of April 14, 2026.
- [13] On April 15, 2026, the Rental Office emailed the parties a 6-page PDF response evidence package.
- [14] The Landlord and the Landlord’s witness (“T1”) both submitted a Certificate Respecting Evidence, but the Tenant did not submit one.
- [15] I have reviewed all of the evidence submitted and prepared this Order.

ISSUE

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

EVIDENCE**Landlord's evidence and submissions**

- [16] The Landlord stated that he and the Tenant were roommates at a different residence before moving into the Residential Property. Sometime in May 2025, the Landlord's family member moved out of the Residential Property, and he moved in. The Landlord then rented a room to the Tenant, and in August 2025, the Landlord rented an additional room to T1.
- [17] The Landlord stated that on February 25, 2026, he and the Tenant had a "confrontation" via Facebook Messenger. The Landlord stated that the confrontation caught him off guard and lasted for 24 minutes. The Landlord stated that the Tenant was frustrated with how long the Landlord was taking to renovate the bathroom. The Landlord stated the Tenant complained that paying \$450.00 monthly was too much if they could not use the bathroom. The Landlord stated that the Tenant threatened to squat on the property and make eviction proceedings difficult.
- [18] The Landlord stated that on February 26, 2026, he and the Tenant's messages started to escalate. He stated the Tenant's tone in their messages was confrontational and mocking. The Landlord stated that the Tenant's messages upset him, and he knocked on the Tenant's bedroom door. The Landlord stated that the Tenant laughed at him from the other side of the door.
- [19] The Landlord stated that he opened the Tenant's bedroom door and "*unlawfully pulled [the Tenant] out to confront me to my face.*" The Landlord stated that he takes full responsibility for his actions and regrets them.
- [20] The Landlord stated that T1 de-escalated the situation, and the Tenant called the police. The Landlord stated that before police arrived, the Tenant mocked and taunted him with insults such as "*I do not care*" and "*I'm done with this.*"
- [21] The Landlord stated that he was arrested and removed from the Residential Property. The Landlord stated that on April 1, 2026, he was placed on a peace bond for 12 months prohibiting him from contacting the Tenant or attending the Tenant's residence or workplace.
- [22] The Landlord stated that he cannot move back into the Residential Property while the Tenant is still living there, and he is therefore seeking the Tenant's eviction. The Landlord stated that the Tenant's comments on Facebook Messenger, along with how the Tenant spoke to the Landlord before the police arrived, should be considered an unreasonable disturbance in the form of harassment.

Landlord's witness evidence and submissions

- [23] T1 stated that he had previously lived with the Landlord and the Tenant for several years, and that he moved into the Residential Property with them in August 2025. T1 stated that on February 26, 2026, the Tenant messaged the Landlord in their group chat demanding the post office box key. The Landlord stated that he would give the key to the Tenant, but the Tenant responded antagonistically. T1 stated that he did not participate in the chat after this because it did not concern him.
- [24] T1 stated that a short time later, he heard loud banging and words such as "*hey*" coming from upstairs in the Residential Property. T1 stated he went upstairs and had to step in between the Landlord and the Tenant to separate them. The Tenant called the police, and before the police arrived, T1 stated the Tenant stated the Landlord was "*acting like a 13 year old*" and was a "*moron.*"

Tenant's evidence and submissions

- [25] The Tenant disputes the Landlord's reasons for eviction.
- [26] The Tenant acknowledged making a flippant and rude comment to the Landlord during a discussion of the living conditions at the Residential Property. The Tenant stated that, while the comment was inappropriate and did not help to de-escalate the situation, it did not justify the Landlord's assault on the Tenant. The Tenant stated that although there were rude messages exchanged on both sides, the situation escalated solely because the Landlord chose to respond with physical violence.
- [27] The Tenant stated that they pressed charges because the Landlord repeatedly refused to follow proper legal procedures when asked, but instead issued threats of immediate eviction. The Tenant stated that when the Tenant did not comply, the Landlord took matters into his own hands and physically assaulted the Tenant.
- [28] The Tenant stated that the Landlord's claim that the Tenant was taunting him after the assault incident is inaccurate. The Tenant stated their reactions were those of someone responding to being physically assaulted by their landlord. The Tenant stated that the text messages the Landlord submitted as evidence demonstrate the Landlord's intent to remove the Tenant from the property regardless of the Landlord's lack of legal authority to do so on such short notice.

ANALYSIS

- [29] The Landlord's only reason in the Notice for terminating the tenancy is 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.*
- [30] 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.
- [31] 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..."*
- [32] I find that the Landlord has not established a valid cause for terminating the tenancy agreement.
- [33] The Landlord stated that the Tenant's comments on Facebook Messenger on February 25 and February 26, 2026, along with how the Tenant spoke to the Landlord at the Residential Property on February 26, 2026, should be considered an unreasonable disturbance in the form of harassment.

- [34] On review of the evidence, I find that the parties' living arrangement and their overall relationship have deteriorated. Additionally, I find that some of the parties' Facebook Messenger messages and in-person comments to each other would be considered rude and inappropriate in both a landlord-tenant relationship or a roommate relationship, which I note existed for several years prior to the parties moving into the Residential Property.
- [35] However, despite the relationship deterioration and particularly the Tenant's comments to the Landlord submitted as evidence, I find that the Tenant's actions and comments do not rise to a level that warrants termination of the tenancy agreement under clause 61(1)(d) of the Act.
- [36] 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.

TENANCY AGREEMENT

- [37] Since April 8, 2023, landlords on Prince Edward Island have been required to prepare a written tenancy agreement containing specific information under subsections 11(1) and (2) of the Act. The Landlord must ensure that their tenants are provided with a tenancy agreement that complies with the Act. The standard form tenancy agreement (*Form 1 – Standard Form of Tenancy Agreement*) is available on the Rental Office's website.

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 23rd 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.