

INTRODUCTION

- [1] This decision addresses two applications filed by the Landlord and the Tenant with the Residential Tenancy Office (the “Rental Office”) pursuant to the *Residential Tenancy Act*, cap. R-13.11 (the “Act”).
- [2] The Landlord served an eviction notice alleging that the Tenant was engaging in behaviour disturbing others. The Landlord seeks earlier termination of the tenancy under subsection 61(7).
- [3] The Tenant disputes the eviction under subsection 61(5).

BACKGROUND

- [4] The Unit is a two-bedroom, one-bathroom apartment located in a 17-unit building (the “Building”).
- [5] In August 2019 the parties entered into an oral monthly tenancy agreement. Rent in the amount of \$895.00 is payable on the first day of the month. No security deposit was required.
- [6] On April 9, 2026, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with a vacate date of May 31, 2026 for behaviour disturbing others (the “Notice”). The particulars of termination state:
“I have had calls from 3 different tenants who have been threatened by [the Tenant] to cause them physical harm. One has filed paperwork with IRAC already about excessive noise and another has a no contact order on her.”
- [7] On April 9, 2026, the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* (the “Landlord Application”) seeking earlier termination of the tenancy. The Landlord served the Landlord Application to the Tenant by hand-delivery.
- [8] On Monday, April 20, 2026, the Tenant e-mailed the Rental Office and the Landlord a *Form 2(A) Tenant Application to Determine Dispute* (the “Tenant Application”) disputing the Notice.
- [9] On April 23, 2026, the Rental Office e-mailed the parties notice of a teleconference hearing scheduled for May 7, 2026.
- [10] On May 1, 2026, the Rental Office e-mailed the parties a TitanFile link to a 74-page PDF and 4-audio recording evidence package (“EP”).
- [11] On May 7, 2026, the Landlord’s representative (the “Representative”), two witnesses for the Landlord (“RM” and “MB”), and the Tenant participated in the tele-hearing. The parties confirmed that they received the evidence package and that all evidence submitted to the Rental Office was included.

DISPOSITION

- [12] The Notice is valid and there is sufficient evidence to warrant an earlier termination of the tenancy.
- [13] The Tenant and all occupants must vacate the Unit, in accordance with the timeline below.

ISSUES

- A. Must the Tenant and all occupants vacate the Unit due to the Notice?
- B. Must the tenancy end earlier than the vacate date in the Notice?

ANALYSIS & FINDINGS

[14] When a party makes an application to the Rental Office, the onus is on that party to support their application with convincing evidence. In this case, the Landlord has the onus to prove that there is valid reason to end the tenancy on the civil standard of a balance of probabilities.

[15] In Order LR26-16 the Island Regulatory and Appeals Commission (the "Commission") made the following comments regarding a landlord ending a tenancy:

*"The Commission approaches the termination of a tenancy as a serious matter, given the significant impact an eviction has on a tenant's housing security. As noted in prior decisions, a landlord seeking to end a tenancy must provide clear, cogent, and compelling evidence to justify termination."*¹

*"Therefore, the burden rests on the Landlord to establish, on a balance of probabilities, that one or more of the grounds for termination under section 61(1) of the Act have been met. This requires demonstrating that it is more likely than not that the alleged conduct occurred and that it meets the statutory threshold for eviction."*²

[16] The Landlord seeks to end the tenancy 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 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.*

Landlord's Evidence

[17] The Landlord's evidence was summarized by the Representative and two witnesses.

[18] The Representative stated that he received numerous complaints from other tenants in the Building about the Tenant's behaviour and loud music being played late into the night. The Representative stated that the Tenant has had physical altercations with other tenants in the Building and law enforcement has been to the Building on numerous occasion due to the Tenant's behaviour.

[19] The Representative submitted text messages from the Tenant and voice-messages left by the Tenant to the Representative into evidence. Some of the text messages state:

[EP19]

Tenant:

"Because there is a rental crisis ya fuck head. Stop trying to push me out befor I slap your big fucking lips."

"I liv here."

"Shut up. Dont tell me what to do ya fucking faggot."

¹ *Margaret Clow v. Montague Housing Authority* 2026 PEIRAC 21, para 49.

² *Margaret Clow v. Montague Housing Authority* 2026 PEIRAC 21, para 50.

[EP29 & 30]

Tenant:

"You're fucked man."

"Like real fucked."

"Like I hope you have a stroke."

"I hope you have a heart attack."

"I hope people creep in your basement and scare the living hell out of you and nobody helps you or even listens or cares."

"I hope you enjoy your pathetic ugly ass life."

"You're literally useless."

"Uselesssss as the day is long."

"Ugly and useless."

"Prob cant even get laid that's why you're so useless."

- [20] The Landlord's witnesses provided testimony at the hearing, summarized below.
- [21] MB occupies a rental unit beside the Unit, and has lived in the Building since 2017.
- [22] MB stated that he complained to the Landlord on May 18, 2025 regarding loud music coming from the Unit in the late hours of the night.
- [23] MB stated that on numerous occasions he called the Royal Canadian Mounted Police ("RCMP") due to the noise and behavioural complaints against the Tenant. MB stated that the most recent call to the RCMP was in early April 2026.
- [24] MB stated that he has given the Landlord his notice to vacate the Building due to the Tenant's erratic and disruptive behaviour.
- [25] RM occupies a rental unit on the same floor as the Unit, and has lived in the Building since 2022.
- [26] RM stated that he complained to the Landlord on numerous occasions regarding the Tenant's behaviour.
- [27] RM described events around New Year's Eve, where he and his partner attended the Unit at the Tenant's invite. RM stated that he briefly left the Unit and when he returned the Unit was messy with furniture tossed over. RM stated that the Tenant turned on the stove top and the items on the stove caught fire. RM stated that the Tenant made troubling comments and did not seem concerned about the fire.
- [28] RM stated that he has contacted the RCMP on numerous occasions requesting wellness checks on the Tenant.
- [29] RM stated that on April 16, 2026, the Tenant got into a physical altercation with him, describing the Tenant as "shoulder checking" him. RM stated that the Tenant has yelled "stupid bitch" at his partner in the common area laundry room.
- [30] RM stated that he has witnessed the Tenant yelling, screaming and acting erratically in the Building's parking lot.

Tenant's Evidence

- [31] The Tenant's evidence is summarized below.
- [32] The Tenant stated the Unit is in great shape, and the only damage is from pre-existing damage, which the Landlord neglects to repair

- [33] The Tenant stated that other tenants in the Building play loud music at all times of the day.
- [34] The Tenant stated that the Landlord's witnesses have taken things out of context and have not accurately represented the events.
- [35] The Tenant stated that she does not recall sending the text messages submitted into evidence.

Determination of the Notice

- [36] The Commission has stated that ending a tenancy is a serious matter. As a result, a landlord must bring forward compelling evidence to warrant the end of a tenancy.
- [37] In this case, the Landlord seeks to end the tenancy due to the Tenant's behaviour significantly interfering with or unreasonably disturbing other occupants and the Landlord. The Landlord also brings forward concern that the Tenant's behaviour brings significant risk to the Unit.
- [38] The evidence presented establishes that the Tenant has communicated to the Representative in a manner which can only be described as vulgar, disrespectful and inappropriate in any circumstance. This is established in the Tenant's text messages to and the Tenant's voice-messages left to the Representative.
- [39] I find that the text messages and voice messages support ending the tenancy for unreasonably disturbing the Landlord under clause 61(1)(d) of the *Act*.
- [40] I further find that the Landlord's evidence, particularly the witness testimony of MB and RM, to be credible and reliable. MB and RM provided direct evidence to their respective experiences with the Tenant. The witnesses both answered my questions with detail and admitted when they could not recall specific details. The evidence establishes that the Tenant unreasonably disturbed MB and RM whom are occupants of the Building.
- [41] The Tenant did not ask the witnesses any questions other than asking MB "*if you do drugs.*"
- [42] The Tenant's evidence was only that the witnesses' testimony was not accurate and out of context. However, the Tenant did not provide any detailed account or context to the events she disputes.
- [43] For the reasons above, I find that the reason for ending the tenancy in the Notice is justified and valid, and the tenancy agreement shall be terminated.
- [44] I recognize the Tenant's circumstances and that she is having a challenging time in her life. However, the evidence in this case weighs heavily against the Tenant and despite any circumstances, warrants the termination of the tenancy.
- [45] The Notice is valid and the Tenant Application is denied.

Determination of an earlier vacate date than is in the Notice

- [46] Subsection 61(7) of the *Act* permits a landlord to request an earlier termination date, stating:

Despite subsection (3), a landlord who wishes to give notice of termination under subsection (1) may make an application to the Director to request an order

- (a) *ending a tenancy on a date that is earlier than the tenancy would end if the notice of termination were given under subsection (1); and*
- (b) *granting the landlord an order of possession in respect of the rental unit.*

- [47] In order to accept an earlier terminate date, I must be satisfied that the Landlord's evidence supports the two requirements set out in subsection 61(8), which state:

The Director shall grant an application under subsection (7) only if the Director is satisfied that

- (a) *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,*
 - (iii) *put the landlord's property at a significant risk,*
 - (iv) *engaged in illegal activity that*
 - (A) *has caused or is likely to cause damage to the landlord's property,*
 - (B) *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*
 - (C) *has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord,*
 - (v) *caused unreasonable damage to the residential property, or*
 - (vi) *frustrated the tenancy agreement; and*
- (b) *It would be unreasonable, or unfair to the landlord or other occupants of the residential property, to wait for a notice of termination under subsection (1) to take effect.*

- [48] For the reasons above, I have already found that the Landlord's evidence establishes the first requirement under clause 61(8)(a). To summarize, the Landlord's evidence establishes that the Notice is valid and that the Tenant has unreasonably disturbed other occupants and the Landlord. This is satisfied under clause 61(8)(a)(i).

- [49] The second requirement is that based on the circumstances, it would be unreasonable, or unfair to the Landlord or other occupants of the Building to wait until the vacate date in the Notice, which is May 31, 2026.

- [50] In Order LR24-11 the Commission commented on the requirements regarding an earlier termination, stating in part:

"While the event was significant, the legislation requires that there be a significant interference or an unreasonable disturbance on a landlord."³

This appeal presents a very unique set of facts and the application of subsections 61(7) and (8) are highly fact dependent. The onus is on a landlord to establish that the facts justify a termination of a tenancy agreement...⁴

- [51] In Order LR24-11 the Commission commented on the highly fact dependent analysis for applications under subsections 61(7) and (8).

- [52] I find that the evidence presented establishes the second requirement.

- [53] In this case, I find that it would be unreasonable and unfair to the other tenants in the Building and to the Landlord to have to wait until the vacate date in the Notice, May 31, 2026 for the Tenant to vacate the Unit.

³ *K.D. v. J.L.*, 2024 PEIRAC 16, para. 19.

⁴ *K.D. v. J.L.*, 2024 PEIRAC 16, para. 20.

- [54] I come to this finding based on the testimony of the Landlord's witnesses, primarily RM's evidence.
- [55] The totality of the evidence establishes that the Tenant has been combative, and the subject of numerous complaints over the past year. On April 9, 2026 the Landlord served the Notice to the Tenant for this disruptive behaviour.
- [56] However, RM's direct evidence establishes that on or about April 16, 2026, after the Notice was already served to the Tenant, the Tenant engaged in a verbal and physical altercation with RM and his partner.
- [57] Further, the voice mail messages submitted into evidence were sent after the Notice was served to the Tenant. I find that this evidence establishes that the Tenant's erratic and disruptive behaviour continued even after receiving the Notice. As a result, I find that it would be unreasonable and unfair for the other tenants in the Building and the Landlord to have to wait until May 31, 2026 for the tenancy to end.
- [58] The Landlord Application is allowed.
- [59] The Tenant and all occupants must vacate the Unit, in accordance with the timeline below.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective **5:00 p.m. on May 15, 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 8th day of May, 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.