

INTRODUCTION

- [1] This decision determines two applications filed with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act* (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.
- [3] The Tenant disputes the eviction.

BACKGROUND

- [4] The Unit is a basement apartment located in a three-unit building (the “Residential Property”) that the Landlord has owned for about 32 years. The apartment above the Unit is also a rental unit (the “Upstairs Unit”) and the Landlord lives in the Residential Property’s third unit.
- [5] The Landlord and the Tenant entered into a written, monthly tenancy agreement that started on January 19, 2026. Rent in the amount of \$1,300.00 is due on the first day of the month and a \$1,300.00 security deposit is required. An initial security deposit payment of \$875.00 was made and \$70.00 monthly payments are required for the balance.
- [6] On April 3, 2026 the Landlord served the Tenant a *Form 4(A) Eviction Notice* with a vacate date of May 3, 2026 for behaviour disturbing others (the “Notice”). The particulars of termination state:

“Excessive slamming doors enough to wake ppl up. Cursing loud at the tenant and banging the walls. Violent outburst. Making the tenant above you feel unsafe.”
- [7] I note that the Notice’s correct vacate date is May 31, 2026, as determined below.
- [8] On April 8, 2026 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* seeking earlier termination of the tenancy (the “Landlord Application”).
- [9] On April 10, 2026 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* disputing the Notice (the “Tenant Application”).
- [10] On April 23, 2026 the Rental Office sent the parties notice of a tele-hearing scheduled for May 7, 2026 along with a copy of the Landlord Application and the Tenant Application.
- [11] On April 29, 2026 the Rental Office emailed the Tenant regarding evidence submissions.
- [12] On May 1, 2026 the Rental Office sent the parties a 92-page PDF and 10 audio recording evidence package.
- [13] On May 7, 2026 the Landlord joined the tele-hearing. I telephoned the Tenant but I received no response. The Tenant left a voicemail message with the Rental Office advising that the Tenant would not participate in the hearing. The Tenant’s voicemail message was added to the record. The Landlord confirmed that they received the evidence package and that all documents and recordings submitted to the Rental Office were included.

DISPOSITION

- [14] I find that the Notice is valid and the Tenant Application is denied.
- [15] I find that the Landlord Application for earlier termination is valid.
- [16] The Tenant and all occupants must vacate the Unit by the timeline below.

ISSUE

- A. Must the Tenant and all occupants vacate the Unit under the Notice? Must the tenancy end earlier than the Notice's vacate date?

ANALYSIS**Notice Vacate Date**

- [17] The Landlord served the Notice on April 3, 2026 under subsection 61(1) of the Act and provided a vacate date of May 3, 2026.

- [18] The minimum notice period is stated in subsection 61(3) as follows:

A notice of termination under this section shall end the tenancy effective on a date that is
(a) not earlier than one month after the date the notice is received; and
(b) the day before the day that rent is payable under the tenancy agreement.

- [19] The earliest vacate date is May 31, 2026, which is automatically corrected by operation of law under section 54 of the Act.

Legal Basis

- [20] The Landlord has the onus to prove, on the civil standard of the balance of probabilities, a valid reason to end the tenancy contained in the Notice.

- [21] 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 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;

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

"49. 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.

50. 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."

- [23] For the reasons below, I find that the Notice is valid.

Evidence

- [24] The Landlord alleges that the Tenant has engaged in behaviour disturbing others.

- [25] The Landlord provided audio recordings, text-messages, emails, photographs and a written statement from the current tenant of the Upstairs Unit. The Landlord described and identified the Tenant's voice in the recordings submitted.
- [26] The Landlord's evidence is summarized as follows.
- [27] The Landlord had a tenant ("RA") that started living in the Upstairs Unit around September 1, 2025. The Landlord provided a recording with another tenant that lived in the Unit before the Tenant. This tenant stated that they lived below RA for a couple months and RA was very quiet.
- [28] The Tenant claims to hear various noises coming from other parts of the Residential Property.
- [29] With regard to the Tenant's behaviour disturbing RA, the Landlord provided a 55-second recording from RA where the Tenant states in part as follows:

"...you don't like your fucking neighbours go to that IRAC fucking place. Fucking get them checked the fuck out. Stressing me out by fucking saying shit [inaudible] ...better not fucking fuck up again. Fucking terrorist man. Normal fucking people don't fucking do this shit. Must be trying to throw [inaudible] out.."

- [30] The Landlord recorded his conversation with RA, which occurred around February 8, 2026. RA stated that she did not feel safe in the Upstairs Unit. RA stated that the Tenant called her a "terrorist" and a "stupid fucking cunt." RA stated that the Tenant was violently slamming doors. RA stated that the Tenant's behaviour has "created a hostile living environment and continues to affect my safety, dignity and well-being."
- [31] The Landlord stated that RA moved out of the Unit because of the Tenant's behaviour.
- [32] A new tenant ("AM") moved into the Upstairs Unit on March 1, 2026. The Landlord submitted AM's recordings dated April 3 and April 12, 2026 in which the Tenant is swearing loudly. AM provided a written statement which states that the Tenant called AM a "fucking cunt/fucking bitch" and has yelled that AM needs to leave. AM stated that she has woken up late at night due to the Tenant's noise.
- [33] The Landlord submitted into evidence an audio recording of the Tenant dated April 6, 2026 in which the Tenant states to the Landlord as follows:

"...fuck you for fucking evicting me when I have to fucking put up with damn fucking women bashing and beating the floor and fucking boyfriends overnight. Don't fucking Goddamn fucking accuse me of Goddamn fucking hearing shit you fucking cocksucker. I fucking swear to God that something will fucking happen if you fucking make me fucking homeless. If she comes home and Goddamn thrusts her feet floor the shit I've been complaining about. You won't do a damn thing. You don't do a damn thing about the fucking overnight guests that are apparently all in my fucking imagination you fucking [inaudible] you fucking freak. Screw you and if you fucking Goddamn make me homeless there'll be fucking repercussions."

- [34] The Landlord stated that on April 26, 2026 the Landlord called the police because AM made additional noise complaints against the Tenant which started at 5:30 a.m.

- [35] The Tenant provided limited evidence disputing the Landlord's evidence. The Tenant's voicemail recording alleges that the Landlord would not provide honest evidence regarding this proceeding. The Tenant made several complaints about the Unit's condition.
- [36] The Tenant stated that he always feels angry and upset in the Unit. The Tenant stated that the previous tenant of the Upstairs Unit that stomped her feet had moved out with her boyfriend.

Determination

- [37] I find that the Landlord has provided compelling evidence that the Tenant has engaged in behaviour disturbing others. The audio recordings establish that the Tenant has engaged in loud, aggressive swearing that was directed towards RA, AM and the Landlord. The recordings are consistent with the written evidence and the Landlord's testimony. The evidence establishes that RA moved out of the Upstairs Unit as a direct result of the Tenant's behaviour.
- [38] I find that the Tenant breached clause 61(1)(d) of the *Act*. The Notice is valid and the Tenant Application is denied.
- [39] The Landlord has applied to end the tenancy early, before the vacate date of May 31, 2026, under subsection 61(7).
- [40] I find that it would be unfair and unreasonable for AM and the Landlord to wait until the vacate date of May 31, 2026.
- [41] I find that the Tenant has engaged in significantly interfering and unreasonably disturbing behaviour that is seriously impacting AM and the Landlord. The evidence establishes that this behaviour continued after the Notice was served. The Tenant has also made threats towards the Landlord that are contained in the recording dated April 6, 2026.
- [42] The Landlord Application is valid. I find that the Tenant and all occupants must vacate the Unit early, by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective **5:00 p.m. on May 19, 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 12th day of May, 2026.

(sgd.) Andrew Cudmore

Andrew Cudmore
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.