

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 Landlord served an eviction notice alleging that the Tenant was engaging in behaviour disturbing others, illegal activity and causing damage. The Landlord seeks earlier termination of the tenancy.

BACKGROUND

- [3] The Unit is a room with shared services and facilities in a five-bedroom building (the “Residential Property”) that the Landlord has owned since May of 2025.
- [4] The Landlord and the Tenant entered into a written, fixed-term tenancy agreement from April 1, 2026 to March 31, 2027. Rent in the amount of \$670.00 is due on the first day of the month and a \$670.00 security deposit was paid on April 1, 2026.
- [5] On April 22, 2026 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with a vacate date of May 31, 2026 for engaging in behaviour disturbing others, illegal activity and causing damage (the “Notice”).
- [6] On April 22, 2026 the Landlord filed a *Form 2(B) Landlord Application to Determine Dispute* seeking earlier termination of the tenancy.
- [7] On April 24, 2026 the Rental Office issued notice of a tele-hearing scheduled for May 14, 2026. The Landlord taped the notice of hearing to the Unit’s door.
- [8] On May 6, 2026 the Rental Office issued a 62-page PDF and 3 video recordings evidence package. The Landlord posted a copy of the evidence package to the Unit’s door.
- [9] On May 10, 2026 the Landlord submitted and served ten additional pages of evidence that were added to the record.
- [10] On May 12, 2026 the Landlord filed and served the Tenant with an amended *Form 2(B) Landlord Application to Determine Dispute* adding claims for delivery of possession, disposal of personal property, claims against the security deposit and additional compensation (the “Application”).
- [11] On May 14, 2026 the Landlord and the Landlord’s witness joined the tele-hearing. I telephoned the Tenant but I received no response. I left a voicemail message informing the Tenant to join the tele-hearing immediately if he wanted to participate. I waited ten minutes and then the hearing proceeded in the Tenant’s absence. The Landlord confirmed that they received the evidence package and the additional evidence that all documents and recordings submitted to the Rental Office were included.
- [12] This decision only determines the Landlord’s earlier termination and delivery of possession claims. The personal property disposal and financial claims in the Application will need to be determined at a later date.

DISPOSITION

- [13] I find that the Notice is valid. I find that the claims in the Application for earlier termination and delivery of possession is valid.
- [14] 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**Legal Basis**

- [15] 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.

- [16] In the Notice, the Landlord seeks to end the tenancy under clauses 61(1)(d), (e), (f) and (g) 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:

(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;

(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;

(g) the tenant does not repair damage to the rental unit or residential property, as required under section 28(4), within a reasonable time;

- [17] 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."

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

Determination

- [19] The Landlord's videos, photographs and other evidence establish that the Tenant is responsible for unreasonable damage to the Unit, particularly the Unit's walls. This damage occurred in the context of a tenancy that started less than two months ago. I find that the Landlord has established a breach of clause 61(1)(f).
- [20] As a result, the Notice is valid and it is unnecessary for me to consider the Landlord's other reasons in the Notice for ending the tenancy.
- [21] The Landlord stated that the Tenant never served the Landlord with an application disputing the Notice. The timeline for the Tenant to file and serve an application disputing the Notice has expired. As a result, the Tenant is also deemed to have accepted the Notice under subsection 61(6).
- [22] The Landlord has applied to end the tenancy early, before the vacate date of May 31, 2026, under subsection 61(7).
- [23] I find that it would be unfair and unreasonable for the Landlord to wait until the vacate date of May 31, 2026 because of the unreasonable damage that has occurred to the Unit in such a short period of time.
- [24] The Application for earlier termination and delivery of possession is valid. I find that the Tenant and all occupants must vacate the Unit early, by the timeline below.
- [25] This Order will be sent to the Landlord's electronic address. This Order will be sent to the Tenant by registered mail because the Rental Office does not have an electronic address for service for the Tenant. When an order is sent by registered mail it is considered provided the third day after mailing under subsection 87(3).

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective **5:00 p.m. on May 25, 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 14th 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.