

INTRODUCTION

- [1] This decision addresses an application filed by 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 to the Tenant for behaviour that unreasonably disturbed others under clause 61(1)(d) of the *Act*.
- [3] The Tenant disputed the eviction notice under subsection 61(5) and also seeks compensation.

BACKGROUND

- [4] The Unit is a one-bedroom, one-bathroom ground-level apartment in a 4-unit building (the “Residential Property”).
- [5] Prior to the Tenant moving into the Unit, the Tenant occupied a different rental unit owned by the Landlord.
- [6] On April 15, 2025, the Tenant paid the Landlord a \$500.00 security deposit for a different rental unit.
- [7] On June 16, 2025, the parties signed a written, one-year fixed-term tenancy agreement for the Unit. Rent in the amount of \$1,125.00 is payable on the first day of the month. The \$500.00 security deposit carried over from the previous tenancy.
- [8] On April 8, 2026, the Landlord served the Tenant with a *Form 4(A) Eviction Notice*, which was wrongly dated “May 8, 2026.” This eviction notice was rescinded by the Landlord.
- [9] On April 14, 2026, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with a vacate date of May 31, 2026 (the “Notice”) for behaviour that unreasonably disturbed others. The particulars of termination state:

“Continuous issues between tenants in building: i.e., noise complaints, discourteousness, inability to co exist peacefully.”

- [10] On April 14, 2026, the Tenant e-mailed the Landlord and the Rental Office a *Form 2(A) Tenant Application to Determine Dispute* (the “Application”) disputing the Notice and also seeking compensation against the Landlord.
- [11] On May 6, 2026, the Rental Office provided the parties notice of a tele-hearing scheduled for May 21, 2026.
- [12] On May 14, 2026, the Rental Office provided the parties a 218-page PDF evidence package.
- [13] On May 21, 2026, the Tenant and the Landlord participated in the tele-hearing. The parties confirmed that they received the evidence package and confirmed that all evidence submitted to the Rental Office was included.

DISPOSITION

- [14] The Notice is invalid and the tenancy will continue in full force and effect.
- [15] The Landlord must pay the Tenant \$100.00, in accordance with the timeline below.

ISSUES

- A. Must the Tenant vacate the Unit due to the Notice?
- B. Must the Landlord compensate the Tenant for a breach of the Act?

ANALYSIS & FINDINGS

Eviction Dispute

- [16] In eviction disputes, 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.

- [17] The Landlord's reason for terminating the tenancy in the Notice is under clause 61(1)(d), 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.*

- [18] 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.

*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."*¹

Evidence

- [19] The Landlord's evidence is summarized below.
- [20] The Landlord stated that there is an on-going dispute between the Tenant and the tenants above the Unit. The Landlord stated that she has received numerous complaints from both the Tenant and the tenants above the Unit regarding each other's behaviour. The Landlord stated that much of the complaints are regarding excessive noise.
- [21] The Landlord stated that she has communicated with both the Tenant and the other tenants regarding the complaints. The Landlord stated that she asked both parties to keep notes and timelines of the complaints. The Landlord stated that she has provided written warnings to the Tenant.

¹ *Margaret Clow v. Montague Housing Authority* 2026 PEIRAC 21, paras 49 & 50.

- [22] The Landlord stated that the police have been to the Residential Property and the Unit on many occasions. The Landlord stated that she has not witnessed any of the complaints and is only relying on what the other tenants have said in e-mails and text messages.
- [23] The Landlord stated that she decided to serve the Notice to the Tenant because the other tenants have lived in the Residential Property longer, the issues have escalated, and that she has interpreted some of the Tenant's comments regarding his behaviour as retaliatory.
- [24] The Landlord stated that the other tenants have complained about the Tenant placing a dead mouse on the common area stairs. The Landlord stated that this accusation was what triggered the Notice being served to the Tenant.
- [25] The Landlord provided a witness list, which included the names of the other tenants; however, the witnesses did not participate in the tele-hearing.
- [26] The Tenant's evidence is summarized below.
- [27] The Tenant denied the other tenants' complaints and description of events throughout the tenancy.
- [28] The Tenant stated that the other tenants are noisy, they drop items and slamming doors regularly. The Tenant stated that because of the consistent noise coming from the above rental unit, he has moved his bed to another room in the Unit.
- [29] The Tenant stated that he plays music on occasion, but never after 11:00 p.m., and has stopped since the other tenants' complaints.
- [30] The Tenant admitted that from October 2025 to January 2026 he would bang on a wall or slam a door after the tenants above would make loud noises to show them how loud they were being. The Tenant stated that he described it as "self-defence." The Tenant stated that the other tenants would drop items numerous times and he would bang on the wall once.
- [31] The Tenant stated that the police only came to the Unit on two occasions, which were shown in the police report included in the evidence. The Tenant stated that January 2 and January 19, 2026, the police arrived regarding his music's volume. The Tenant stated that both occasions were before 11:00 p.m.
- [32] The Tenant denied the accusations regarding placing a dead mouse anywhere. The Tenant stated that the first time he heard about this issue was when he received the evidence package.
- [33] The Tenant stated that other tenants in the Residential Property do not complain about any noise coming from the Unit. The Tenant referenced a letter signed by another tenant in the Residential Property.

Determination of the Notice

- [34] The Commission has observed that ending a tenancy is a serious matter and, as a result, a landlord must bring forward compelling evidence to warrant the end of a tenancy.
- [35] In this case, the Landlord seeks to end the tenancy due to the Tenant's behaviour significantly interfering with or unreasonably disturbing other tenants in the Residential Property.
- [36] The evidence presented establishes that there is a significant tenant-to-tenant dispute and a clear unhappiness with the Tenant and the other tenants being neighbours.
- [37] Despite the unhappiness of the parties, I find that the Landlord's evidence does not establish a sufficient reason for ending the tenancy.

- [38] I find that the Landlord did not provide direct, objective and compelling evidence to establish that the Tenant's behaviour rises to the statutory threshold for eviction.
- [39] I find that the Landlord's efforts to mediate and resolve the parties' dispute to be reasonable. The Landlord had consistent communication with both parties and regularly warned each party. However, as the Landlord summarized at the tele-hearing, "there is no way to tell who is telling the truth."
- [40] The Landlord did not provide any direct evidence and the other tenants did not participate in the tele-hearing to provide their direct evidence under affirmation. The only direct evidence under affirmation given was by the Tenant, who provided credible and reliable evidence regarding the complaints against him.
- [41] Therefore, I find that the Notice is invalid and the Application is allowed in part. The tenancy will continue in full force and effect.

Compensation

- [42] The Tenant has the onus to prove his claims on the civil standard of a balance of probabilities.
- [43] The Tenant is seeking \$5,000.00 for pain and suffering against the Landlord.
- [44] I do not have the jurisdiction (authority) to award a party general damages for pain and suffering under the *Act*. This claim is denied.
- [45] The Tenant is also seeking compensation in the amount of \$2,250.00. The Tenant stated that he is seeking \$1,125.00 returned rent for May 2026, and rent abatement for June 2026, in the amount of \$1,125.00.
- [46] The Tenant stated that the other tenants have breached his right to quiet enjoyment. The Tenant stated that he does not stay in the Unit for long, usually just to sleep, bathe and eat due, to the excessive noise from the other tenants.
- [47] I find that the Tenant's claim for return of rent and rent abatement is denied.
- [48] The evidence establishes a tenant-to-tenant dispute. However, I find that the evidence also establishes that the Landlord has taken reasonable efforts to address each party's complaints. The evidence establishes that once the Landlord's efforts were exhausted, yet the complaints continued, the Landlord chose to serve the Notice to the Tenant.
- [49] Further, I find that the evidence establishes that both the Tenant and the other tenants have contributed to each other's quiet enjoyment being breached. As a result, in these particular circumstances, I find that compensation for any perceived or actual breach of quiet enjoyment is not warranted. This claim is denied.
- [50] The Tenant is also seeking \$140.00 for having to fix a phone screen to collect evidence for the eviction dispute.
- [51] I find that there is no evidence to establish that the Landlord broke the Tenant's phone screen. Further, I find that the evidence presented does not establish that the Landlord should be responsible for this cost under the *Act*. Therefore, this claim is denied.
- [52] The Tenant is also seeking \$100.00 for the return of a pet deposit fee he paid to the Landlord for his cat to occupy the Unit.

[53] Subsection 12(2) of the Act states:

A landlord shall not accept any deposit except as permitted under section 14.

[54] I find that the evidence establishes that the Landlord collected a pet deposit that was contrary to the Act. Section 14 allows a landlord to collect only a security deposit.

[55] I find that the Landlord must pay the Tenant \$100.00, in accordance with the timeline below.

[56] The Application is allowed in part.

Statutory requirements

[57] Since April 8, 2023, landlords in Prince Edward Island have been required to prepare a written tenancy agreement containing specific information.

[58] Subsections 11(1) and (2) set out these requirements, stating:

- (1) *A landlord shall prepare a written tenancy agreement in respect of a tenancy that is entered into on or after the date this Act comes into force.*
- (2) *The landlord shall ensure that the tenancy agreement complies with the requirements of this Act and the regulations and includes*
 - (a) *the provisions set out in Division 4;*
 - (b) *the correct legal names of the landlord and tenant;*
 - (c) *the address of the rental unit;*
 - (d) *the date the tenancy agreement is entered into;*
 - (e) *the address for service and telephone number of the landlord, or the landlord's agent, and the tenant;*
 - (f) *the services and facilities included in the rent;*
 - (g) *the amount of rent that was charged, and the services and facilities that were provided, to the previous tenant of the rental unit, unless there was no previous tenant;*
 - (h) *the name and contact information of any person the tenant is to contact for emergency repairs; and*
 - (i) *the agreed terms in respect of*
 - (i) *the date on which the tenancy starts,*
 - (ii) *if the tenancy is a periodic tenancy, whether it is on a weekly, monthly or other periodic basis,*
 - (iii) *if the tenancy is a fixed-term tenancy, the date on which the term ends,*
 - (iv) *the amount of rent payable for a specified period,*
 - (v) *the day on which the rent is due and the frequency of payment, and*
 - (vi) *the amount of any security deposit and the date the security deposit was or is required to be paid.*

[59] The Landlord used a tenancy agreement which is missing some required details, such as the previously charged rent and services, which is mandatory under clause 11(2)(g).

IT IS THEREFORE ORDERED THAT

1. The Notice is invalid. The tenancy agreement will continue in full force and effect.
2. The Landlord will pay the Tenant \$100.00 by June 25, 2026.

DATED at Charlottetown, Prince Edward Island, this 25th 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 **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.