

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 due to the Tenant's behaviour.
- [3] The Tenant disputes the Landlord's eviction notice.

BACKGROUND

- [4] The Unit is a townhouse in an eight-unit building (the “Residential Property”).
- [5] In 2016, the Tenant and a previous landlord (the “Former Landlord”) entered into an oral monthly tenancy agreement for the Unit. The amount of the security deposit paid is in dispute.
- [6] On April 1, 2026, the Landlord took ownership of the Residential Property. The rent is \$880.00 due on the first of the month.
- [7] On May 21, 2026, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of June 21, 2026 (the “Notice”) for disturbing and endangering others or putting the Landlord's property at significant risk. The particulars of termination state:

“This tenant purposely blocked in other tenants vehicles and also put water on walkways during freezing temperatures, all of which is on video.”
- [8] The earliest effective date was June 30, 2026, which is automatically changed under section 54 of the Act.
- [9] On May 26, 2026, the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the “Application”) with the Rental Office, disputing the Notice. The Tenant served the Application to the Landlord electronically.
- [10] On June 5, 2026, the Rental Office emailed the parties notice of a tele-hearing scheduled for June 25, 2026.
- [11] On June 15, 2026, the Rental Office sent the parties nine videos and a 13-page PDF (the “Evidence Package”) via TitanFile.
- [12] On June 25, 2026, the Tenant, the Landlord's representative (the “Representative”), and the Landlord's witnesses (the “Witnesses”) participated in the tele-hearing. The parties confirmed receipt of the Evidence Package and confirmed that it contained all submitted evidence.
- [13] After the hearing, both parties submitted additional evidence, which was shared with the other party and added to the record.

DISPOSITION

- [14] The Notice is invalid and the tenancy will continue in full force and effect.

ISSUE

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

EVIDENCE**The Landlord's evidence and submissions**

- [15] The Representative stated that the Landlord took ownership of the Residential Property on April 1, 2026. Around May 19, 2026, the Representative stated the Witnesses advised him that the Tenant had been disturbing them and the Tenant was putting the Landlord's property at significant risk. The Witnesses provided the Landlord with video recordings taken from the Witnesses' rental unit, which is next to the Unit.
- [16] The Landlord submitted nine of the Witnesses' video recordings as evidence. Four were dated December 22, 2025; three were dated December 23, 2025; one was dated December 30, 2025; and one was dated May 3, 2026.
- [17] The Representative stated that some of the December 2025 videos show the Tenant pouring what appears to be water onto a shared pathway in below-freezing temperatures, which posed a safety hazard to other tenants. The Representative disputed the Tenant's claim that the Tenant was cleaning dog feces from the walkway.
- [18] The Representative stated that a December 2025 video shows the Tenant parking his vehicle close to the Witnesses' vehicle, thereby blocking the Witnesses' access to the vehicle. The Representative stated there is no assigned parking at the Residential Property and the Tenant did not have to park in that spot.
- [19] The Representative stated that the May 3, 2026, video shows the Tenant taking a gas can into the Unit, which the Representative stated put the Landlord's property at risk.
- [20] The Witnesses stated they live in the rental unit beside the Unit. They stated they had provided the videos in evidence to the Former Landlord and advised the Former Landlord about issues they were having with the Tenant. The Witnesses stated on May 19, 2026, they provided the videos in evidence to the current Landlord.
- [21] The Witnesses stated that some of the videos show the Tenant removing salt from a shared walkway and pouring water on it, creating a safety hazard. The Witnesses stated one video shows the Tenant blocking in the driver's side of the Witnesses' vehicle. The Witnesses stated they had to call the police because the Tenant would not move his vehicle.
- [22] The Witnesses stated the Tenant has previously parked his vehicle behind other vehicles in the parking lot, blocking them in. The Witnesses stated they have called the police due to the Tenant banging on the walls and playing loud music.

The Tenant's evidence and submissions

- [23] The Tenant stated that, regarding the removal of salt on the walkway, he had slipped on the salt because too much had been put down. He stated he removed the salt because it was a safety hazard. The Tenant stated that the Former Landlord spoke with him the next day and told him the Former Landlord had put the salt on the walkway. The Tenant stated he was unaware the Former Landlord was the person who salted the walkway.
- [24] The Tenant stated that in some of the videos, he is removing dog feces from the walkway using water, then adding sand for traction. He stated that he has repeatedly had to remove dog feces from the walkway.

- [25] The Tenant stated that regarding parking next to the Witnesses' vehicle, the Witnesses had parked over the line into the Tenant's parking spot. When the Tenant parked correctly in his parking spot, the two vehicles ended up close together. The Tenant stated that there was assigned parking under the Former Landlord and that he has two parking spots.
- [26] The Tenant stated that, regarding the video of him with the gas can, the gas can was probably empty or that he took it behind the Unit for storage.
- [27] The Tenant stated that the police have never spoken to him about any noise issues. He stated he lives alone, and the Witnesses have two adults, three children, and a dog in their unit, who can be loud as well.

ANALYSIS & FINDINGS

- [28] 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.
- [29] In Order LR26-16, the Island Regulatory and Appeals Commission (the "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."

- [30] In the Notice, 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.**

- [31] Additionally, subsection 53(d) of the Act states as follows:

In order to be effective, a notice of termination shall be in writing and shall...

- (d) except for a notice of termination under section 56, state the grounds for ending the tenancy.*

- [32] The particulars of termination in an eviction notice are important and must provide sufficient information regarding the specific allegations, as clause 61(1)(d) covers a wide range of behaviours.

- [33] Subsection 53(d) facilitates procedural fairness because the person that receives an eviction notice must be provided with the reasons for eviction. In this case, the Notice's particulars of termination state the Tenant "*purposely blocked in other tenants vehicles and also put water on walkways during freezing temperatures.*"
- [34] The parties agree that one video recording shows the Tenant parking close to the Witnesses' vehicle. The Tenant stated that he parked in his assigned parking spot and that the Witnesses were parked over the line into his spot. The Representative disputed that any parking was assigned under the Former Landlord.
- [35] The parties agree that some of the videos show the Tenant scraping the walkway and pouring water onto it. The Tenant stated he slipped on the salt and was removing it because it was a safety hazard. He stated that the Former Landlord had addressed the matter with him the next day. The Tenant stated that he applied sand to the walkway for traction after cleaning the dog feces with water.
- [36] The parties dispute whether the Tenant can be observed removing dog feces from the walkway. I have reviewed the videos, and I am unable to determine what the Tenant is scraping or cleaning on the walkway. I also note that these videos show only limited timeframes and may not present a complete picture of every allegation.
- [37] Although the Witnesses stated that they reported these incidents to the Former Landlord, there is insufficient evidence as to what the Former Landlord did after receiving these reports. The Former Landlord did not testify, and there is no documentary evidence establishing whether the allegations were investigated or whether any parking rules were discussed with the Tenant.
- [38] There is also no evidence that the Former Landlord served the Tenant with an eviction notice or otherwise treated these incidents as grounds to terminate the tenancy.
- [39] These incidents occurred approximately five months before the Notice was served and predated the Landlord's ownership of the Residential Property. The Landlord relied primarily on historical video recordings and, as noted above, provided limited evidence regarding the surrounding circumstances or whether the incidents had previously been addressed by the Former Landlord.
- [40] The Landlord has the burden of proof. I find that the Landlord has not established, on a balance of probabilities, that the Tenant significantly interfered with or unreasonably disturbed another occupant, seriously jeopardized the health or safety or lawful rights or interests of another occupant or the Landlord, or put the Landlord's property at significant risk within the meaning of clause 61(1)(d). I find that the Notice is invalid under clause 61(1)(d) of the Act.

Other

- [41] The gas can and noise allegations were not stated in the particulars of the Notice, and the Tenant was not given notice that these allegations formed part of the case to be met. Even if I were to consider the additional allegations, I would find as follows:
- [42] Regarding the gas can, I find that the Landlord has provided insufficient evidence to establish that there was gas in the can or that the Tenant took it into the Unit. Therefore, I find that the Landlord has not established that the Tenant put the Landlord's property at significant risk.
- [43] Regarding the Witnesses' other allegations, the Landlord provided insufficient evidence to establish when the alleged incidents occurred, the nature or frequency of the alleged incidents, or whether the concerns had been raised with the Tenant before the Notice was served.

IT IS THEREFORE ORDERED THAT

1. The Notice is invalid, and the tenancy will continue in full force and effect.

DATED at Charlottetown, Prince Edward Island, this 3rd day of July, 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.