

INTRODUCTION

- [1] This decision addresses an application filed by the Tenant with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act*, cap. R-13.11 (the “Act”).
- [2] The Landlord served an eviction notice alleging that the Tenant and the Tenant’s guest’s behaviour disturbed others.
- [3] The Tenant disputes the reason alleged in the eviction notice.

BACKGROUND

- [4] The Unit is a one-bedroom, one-bathroom apartment located on the third-floor of a three-story, 29-unit building (the “Residential Property”) owned by the Landlord.
- [5] On September 4, 2025 the parties entered into a written, fixed-term tenancy agreement from October 1, 2025 to September 30, 2026. Rent in the amount of \$1,250.00 is due on the first day of the month. The Tenant paid the Landlord a \$1,250.00 security deposit at the beginning of the tenancy.
- [6] On October 1, 2025 the Tenant moved into the Unit.
- [7] On May 26, 2026 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* effective June 26, 2026 for behaviour disturbing others (the “Notice”). The correct effective date was June 30, 2026 to comply with the minimum timeline under subsection 61(3) of the *Act*. The vacate date is automatically corrected under section 54.
- [8] On June 3, 2026 the Tenant e-mailed the Landlord and the Rental Office a *Form 2(A) Tenant Application to Determine Dispute* disputing the Notice (the “Application”).
- [9] On June 18, 2026 the Rental Office e-mailed the parties notice of a tele-hearing scheduled for July 9, 2026.
- [10] On June 29, 2026 the Rental Office provided the parties a TitanFile link to a 54-page PDF and 3-video evidence package.
- [11] On July 9, 2026 the Tenant, the Landlord’s representative (the “Representative”) and the Landlord’s witness (the “Witness”) participated in the tele-hearing. The parties confirmed that they had received the evidence package and confirmed that all evidence submitted to the Rental Office was included in the evidence package.

DISPOSITION

- [12] The Notice is invalid and the Application is allowed.
- [13] The tenancy will continue in full force and effect.

ISSUE

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

ANALYSIS & FINDINGS

Law

[14] 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.

[15] 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.*

[16] 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."

Evidence

[17] The Landlord's evidence is summarized by the Representative, including the Witness's testimony.

[18] The Representative stated that in January 2026, he received a noise complaint from the Witness who occupies the rental unit directly below the Unit.

[19] The Representative stated that on or around January 8, 2026, he posted a written warning about the noise complaint on the Unit's door.

[20] The Representative stated that he received a second noise complaint on May 25, 2026 from the Witness. The Representative stated that the Witness sent him three videos showing loud banging and yelling coming from the Unit's direction.

[21] The Representative stated that after reviewing the videos and already giving a warning to the Tenant, he served the Tenant with the Notice.

[22] The Representative stated that the police have been called to the Residential Property, but was unsure if the police were there for the Tenant or the Tenant's guest.

[23] The Witness stated that he has occupied the rental unit below the Unit since October 1, 2025.

- [24] The Witness stated that the first noise complaint to the Landlord was in January 2026. The Witness stated that it sounded like two people were yelling, arguing and a lot of crashing and banging. The Witness stated that the banging would last 4 to 5 hours and would go into the early hours of the morning.
- [25] The Witness stated that he called the police two times in January 2026 regarding the yelling, arguing and banging coming from the Unit.
- [26] The Witness stated that he knocked on the Unit's front door sometime in February or March 2026. The Witness stated that the Tenant was aggressive and threatening towards him.
- [27] The Witness stated that on May 25, 2026 there was about an hour-long argument, yelling and loud crashing coming from the Unit. The Witness stated that he recorded some of the noises and sent three videos to the Landlord.
- [28] The Witness stated that there have been no noise complaints since May 25, 2026.
- [29] The Tenant's evidence was summarized by the Tenant.
- [30] The Tenant apologized for the excessive noises coming from the Unit.
- [31] The Tenant stated that he was in a "*toxic relationship*" which resulted in the loud yelling, arguing and banging which the Witness heard.
- [32] The Tenant stated that that relationship ended at the end of May 2026. The Tenant stated that the guest will not be returning to the Unit.
- [33] The Tenant stated that he struggles with addiction and sought help. The Tenant stated that he completed a one-month program and now goes weekly to a program.
- [34] The Tenant apologized for the aggressive behaviour towards the Witness when he knocked on the Unit's door. The Tenant stated that it was a difficult time due to his addiction and challenging relationship.
- [35] The Tenant stated that the police never pressed any charges. The Tenant stated that there will be no more noise complaints moving forward.

Determination

- [36] For the reasons below, I find that the Tenant's conduct does not meet the statutory threshold for eviction.
- [37] As noted above, the termination of a tenancy is a serious matter, given the significant impact an eviction has on a tenant's housing security.
- [38] Eviction disputes are very fact specific and vary on a case-by-case basis. In this case, the evidence establishes that for a period of time, the Tenant and the Tenant's guest's behaviour disturbed the Witnesses right to quiet enjoyment.
- [39] I find that the Landlord's evidence, particularly the three videos and the direct testimony from the Witness, establish that the Tenant and their guest engaged in disruptive behaviour.
- [40] However, I find that the evidence also establishes that the Tenant and the Tenant's guest's behaviour was intermittent and not a daily or consistent disturbance.

- [41] The Tenant provided direct, sincere and credible evidence regarding the context and reasons that caused the disruptive behaviour.
- [42] I find that the Tenant's apology, accountability and efforts to improve were meaningful in correcting and ending the disruptive behaviour.
- [43] Further, there have been no further incidents and complaints regarding disruptive behaviour since the Notice was served.
- [44] Based on the evidence presented in this case, I find that there was behaviour that was disruptive, however, the behaviour has not met the statutory threshold for eviction at this time.
- [45] Therefore, the Notice is invalid and the Application is allowed.
- [46] The tenancy will continue in full force and effect.
- [47] Although I have set aside the Notice, I caution the Tenant to continue making meaningful efforts to address his behaviour, including any guest's behaviour and to avoid disturbing other occupants. If the Tenant engages in further behaviour that disturbs others, the Landlord may issue a new eviction notice to terminate the tenancy.

IT IS THEREFORE ORDERED THAT

1. The tenancy will continue in full force and effect.

DATED at Charlottetown, Prince Edward Island, this 10th day of July, 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.