

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's representative (the "Representative") served an eviction notice to the Tenant for permitting an unreasonable number of occupants in the rental unit, for disturbing and endangering others or putting the Landlord's property at significant risk, and for failing to comply with a material term of the tenancy agreement despite written warning.
- [3] The Tenant disputes the Landlord's eviction notice.

BACKGROUND

- [4] The Unit is an apartment in a multi-unit building (the "Residential Property").
- [5] On August 1, 2017, the Tenant and a previous landlord entered into a written tenancy agreement for the Unit. The Tenant was unsure if it was a fixed-term or a monthly agreement. A security deposit of \$350.00 was paid at the start of the tenancy.
- [6] In May 2020, the Landlord purchased the Residential Property. On May 20, 2022, the Tenant and the Landlord entered into a written fixed-term tenancy agreement for the Unit, for the period from June 1, 2022, to May 31, 2023. The tenancy then continued monthly. Rent is \$734.40 due on the first of the month.
- [7] The parties had three previous eviction disputes, which were determined in Rental Office Orders LD23-576, LD24-041, LD25-407. Those orders were added as Director's Evidence. In each of those matters, the tenancy was ordered to continue in full force and effect.
- [8] On May 4, 2026, the Landlord served the Tenant with a *Form 4(A) Eviction Notice*, effective June 4, 2026 (the "Notice"), for permitting an unreasonable number of occupants in the rental unit, for disturbing and endangering others or putting the Landlord's property at significant risk, and for failing to comply with a material term of the tenancy agreement despite written warning. The Notice was served by posting a copy on the Unit's door.
- [9] The earliest effective date was June 30, 2026, which is automatically changed under section 54 of the Act.
- [10] On May 15, 2026, the Tenant personally filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Application") with the Rental Office disputing the Notice. A copy of the Application was served electronically to the Landlord by the Rental Office on behalf of the Tenant.
- [11] On May 26, 2026, the Rental Office emailed the Landlord and mailed the Tenant notice of a tele-hearing scheduled for June 25, 2026.
- [12] On June 19, 2026, at the Landlord's request, the Rental Office emailed the Landlord and mailed the Tenant notice of a rescheduled tele-hearing for July 13, 2026.
- [13] On July 6, 2026, the Rental Office emailed the Landlord a 67-page PDF evidence package. The Landlord served the Tenant with a copy of the evidence package.
- [14] On July 13, 2026, the Representative, the Landlord's witnesses, and the Tenant participated in the tele-hearing. The parties confirmed receipt of the evidence package, and the Representative stated that all evidence submitted by the Landlord was included. The Tenant submitted no evidence.

- [15] The Representative requested a copy of the hearing recording because she had difficulty hearing portions of the Tenant's submissions. I emailed the Representative a copy of the hearing recording, and she was provided with a submission deadline of July 14, 2026, at 4:00 p.m.
- [16] On July 14, 2026, the Representative provided an additional submission. The Representative's additional submission was mailed to the Tenant with a response deadline of July 20, 2026, at 4:00 p.m. The Tenant provided no additional evidence.

DISPOSITION

- [17] The tenancy will continue in full force and effect.

ISSUES

- A. Is the Tenant deemed to have accepted the Notice?
- B. Must the Tenant and all occupants vacate the Unit due to the Notice?

EVIDENCE

The Landlord's evidence and submissions

- [18] The Representative stated that she lives in the building next to the Residential Property and she can see the outside of the Unit from her rental unit.
- [19] The Representative stated that the Tenant allows multiple individuals to reside in the Unit at different times, but the Tenant is paying rent for only one person. During a pest control inspection, the Representative stated she observed five additional individuals residing in the Unit. The Tenant also allows unknown individuals into the Residential Property.
- [20] The Representative stated that she has received several complaints from other tenants in the Residential Property regarding the Tenant and the Unit. Other tenants have complained about loud noise coming from the Unit during the night. The Representative stated that people smoke cannabis in the Unit. The Representative recently contacted police regarding a noise complaint from the Unit.
- [21] The Representative stated the Tenant and his guests leave garbage and bicycles outside the Residential Property. She stated that she has given the Tenant both verbal and written warnings regarding these issues, but they have persisted. The Representative submitted photographs of the exterior of the Residential Property, along with messages from other tenants, as evidence.
- [22] The Landlord's witness ("LW1") stated that she lives in the Residential Property. LW1 stated there is often noise in the Residential Property, and she can often smell cannabis in the building. LW1 stated there have been needles and garbage in the hallways. LW1 stated that she cannot definitely say if these issues are caused by the Tenant or the Tenant's guests.
- [23] The Landlord's witness ("LW2") stated that he previously lived in the rental unit above the Tenant. He would often hear noises from the Unit and another rental unit adjacent to the Unit. In response to the Tenant's questions, LW2 stated he threatened the Tenant with a hammer and damaged the Unit with the hammer because of noise coming from the Unit.
- [24] LW2 stated the Landlord moved him to another rental unit in the Residential Property due to the noise from the Unit and the other rental unit. LW2 stated that, because homeless individuals were entering the Residential Property and because he could not sleep, LW2 moved out of the building.

The Tenant's evidence and submissions

- [25] The Tenant disputed the Landlord's allegations. The Tenant stated that, in the Landlord's photographs, there are only two bicycles outside by his window: one is his and one is his friend's. The Tenant disputed that his guests cause problems or leave garbage around the Residential Property.
- [26] The Tenant stated that LW2 previously lived in the rental unit above the Unit. The Tenant stated that LW2 threatened him with a hammer, broke the Unit's doorknob, and put two holes in the Unit's walls. When the Tenant reported the incident to the Representative, the Representative told the Tenant that LW2 had moved out of the Residential Property.

ANALYSIS & FINDINGS

- [27] The Landlord has the onus to prove, on a civil standard of the balance of probabilities, a valid reason to end the tenancy contained in the Notice.
- [28] 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."

A. Is the Tenant deemed to have accepted the Notice?

- [29] The Landlord's reasons for terminating the tenancy in the Notice are under clauses 61(1)(c), (d), and (h) 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:*
- (c) there is an unreasonable number of occupants in the tenant's rental unit;*
- (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;*
- (h) the tenant*
- (i) has failed to comply with a material term of the tenancy agreement, and*
- (ii) has not corrected the situation within a reasonable time after the landlord has given written notice to do so.*

- [30] 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.*

- [31] The Landlord provided no particulars of termination on the Notice. The particulars of termination on an eviction notice are important. They must provide sufficient information regarding the specific allegations, as clauses 61(1)(c), (d), and (h) cover a wide range of behaviours and events.

- [32] Subsection 53(d) facilitates procedural fairness by requiring that the person who receives an eviction notice be provided with the reasons for the eviction. In Order LR08-08, under the *Rental of Residential Property Act* (the "Former Act"), the Commission noted that the particulars of termination are important on an eviction notice, stating that:

"while a "reason" was checked off on the Form 4, the "particulars of termination" were left blank. There is no record of any document added to, or served with, the Form 4 to identify the particulars of the termination..."

The Commission finds that the Form 4, by not setting out the particulars of the termination, did not provide Mr. Gallant with the information necessary to make an informed decision to respond. This is of particular importance as there is no record of Mr. Gallant having received any written warning from the Corporation prior to the filing and service of the Form 4. Without such information, the Commission finds that it would be unfair to deem Mr. Gallant to have accepted the termination date set forth in the Form 4."

- [33] Consistent with the Commission's finding in Order LR08-08, I find that although the Tenant did not file an Application with the Rental Office disputing the Notice within the ten-day period required by the Act, I will not apply the deeming provisions in this case. As the Landlord did not provide any particulars of the grounds for termination in the Notice, the Tenant was not provided with the information necessary to make an informed decision about how to respond. In the circumstances, I find that it would be unfair to deem the Tenant to have accepted the termination date set out in the Notice. Accordingly, I will determine this matter on its merits.

B. Must the Tenant and all occupants vacate the Unit due to the Notice?

- [34] I find that the Landlord has not established the grounds for eviction as stated in the Notice for the following reasons.

Unreasonable number of occupants

- [35] The Representative alleged there are an unreasonable number of occupants in the Unit. She stated that she observed five additional individuals living in the Unit during a pest-control inspection. However, the Representative did not provide sufficient evidence, such as the date of this observation or any other evidence surrounding these circumstances.
- [36] There was no evidence regarding the size of the Unit, sleeping arrangements, or why the alleged occupancy was unreasonable. The Landlord did not provide evidence that any additional occupants were residing in the Unit on an ongoing basis rather than merely visiting. Additionally, the Tenant denied that anyone else was living in the Unit.

Disturbing others

- [37] The Representative alleged the Tenant and his guests are disturbing other tenants and are leaving garbage around the Residential Property. The Representative stated she had called the police regarding an alleged noise complaint from the Unit; however, I find that she did not provide sufficient evidence, such as the date or whether the police took any action in response to this incident. I find that the Representative also provided insufficient evidence that the garbage depicted in the Landlord's evidence was as a result of the Tenant or the Tenant's guests.
- [38] The Representative submitted written complaints from other current tenants in the Residential Property, but only one, LW1, testified at the hearing. However, LW1 testified that she could not state if the noise and the problems in the Residential Property are because of the Tenant or the Tenant's guests.
- [39] There are several Commission cases discussing the importance of having witnesses participate in Rental Office and Commission hearings to provide testimony and answer questions (for example, see Orders LR23-83, LR24-45 and LR25-54). Those decisions recognize that written complaints carry less weight because the authors cannot be questioned regarding their observations.
- [40] A former tenant, LW2, also testified at the hearing. LW2 stated he had to move to another rental unit due to noise from the Unit and another rental unit. However, LW2 did not provide sufficient details, such as the dates of the occurrences, what he reported to the Landlord, or what the Landlord did in response to these allegations. LW2 was also unclear regarding which noise complaints were attributed to the Unit and which were from the other adjacent rental unit.

Material term

- [41] The Representative alleged that the Tenant's actions regarding noise and garbage constitute contraventions of the tenancy agreement's material terms. However, the Landlord provided insufficient evidence that the Tenant was served with written notice that he failed to comply with a material term of the tenancy agreement, as required under clause 61(1)(h)(ii) of the Act.

CONCLUSION

- [42] I find that the Notice is invalid as the Landlord has not established any of the grounds for termination as stated in the Notice.
- [43] The Application is allowed, and the tenancy will continue in full force and effect.

IT IS THEREFORE ORDERED THAT

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

DATED at Charlottetown, Prince Edward Island, this 24th 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.