

INTRODUCTION

- [1] This decision addresses an application filed by the Landlord with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act*, cap. R-13.11 (the "Act").
- [2] The Landlord seeks an order enforcing an eviction notice for damage to the Unit and requiring the Tenant to vacate the Unit.

BACKGROUND

- [3] The Unit is a rental unit located in a 12-unit building, owned by the Landlord.
- [4] On November 1, 2021 the parties entered into an oral, monthly tenancy agreement. Rent in the amount of \$715.00 is due on the first day of the month. The Tenant paid the Landlord a \$300.00 security deposit at the start of the tenancy.
- [5] On April 29, 2026 the Landlord's representative (the "Representative") posted on the Unit's front door a *Form 4(A) Eviction Notice* effective May 31, 2026 for causing damage to the Unit (the "Notice").
- [6] On June 9, 2026 the Landlord e-mailed the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* requesting the Sheriff to put the Landlord into possession of the Unit (the "Application").
- [7] On June 10, 2026 the Representative posted the Application to the Unit's front door.
- [8] On July 10, 2026 the Rental Office e-mailed and registered mailed the parties notice of a tele-hearing scheduled for July 28, 2026. The Representative also posted a copy of the notice of hearing to the Unit's front door.
- [9] On July 22, 2026 the Rental Office e-mailed the Landlord a 51-page PDF evidence package. The Representative posted a copy of the evidence package to the Unit's front door.
- [10] On July 28, 2026 the Representative participated in the tele-hearing. There was no telephone number or e-mail address for the Tenant. I am satisfied that the Tenant was properly served with the Notice, the Application, the notice of hearing and the evidence package in advance of the hearing.
- [11] After ten-minutes the tele-hearing proceeded in the Tenant's absence. The Representative confirmed that he 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 valid and the Tenant and all occupants must vacate the Unit by the timeline below.

ISSUE

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

ANALYSIS & FINDINGS

- [13] When a party makes an application to the Rental Office, the onus is on that party to support their application with convincing evidence. In this case, the burden of proof lies with the Landlord, as the party advancing the claims. The applicable standard is proof on a balance of probabilities.

- [14] The Landlord's reason for terminating the tenancy in the Notice is for causing damage to the Unit under clause 61(1)(f) 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:*
- (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.*
- [15] The particulars of termination in the Notice stated that the Tenant damaged the Unit's door, removed the kitchen sink and left a lot of garbage in the Unit.
- [16] The Representative stated that he inspected the Unit on April 29, 2026. The Unit was significantly damaged and a lot of garbage was stored inside the Unit. The Representative submitted photographs of the Unit from the April 29, 2026 inspection showing the damage and poor condition of the Unit.
- [17] The Representative stated that the Tenant continues to occupy the Unit past the effective date of the Notice.
- [18] I find that the evidence presented establishes that the Tenant or a person permitted inside the Unit has caused unreasonable damage to the Unit as stated in the Notice.
- [19] The Tenant did not file an application disputing the Notice with the Rental Office within ten days of receiving the Notice.
- [20] I further find that the evidence does not establish that the Notice was waived, the tenancy was reinstated or a new tenancy was created under section 74 of the *Act*.
- [21] As a result, I find that the Tenant is deemed to have accepted the Notice under subsection 61(6) of the *Act* and the tenancy ends by operation of law.
- [22] The Notice is valid and the Application is allowed.
- [23] The Tenant and all occupants must vacate the Unit by the timeline below.
- [24] I note that the Representative stated in the evidence his intention to keep the Tenant's security deposit due to the damage. I remind the Representative of the Landlord's responsibilities under section 40 of the *Act*, which provides the rules regarding returning and keeping a tenant's security deposit.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective 5:00 p.m. on August 4, 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 under the *Act*.

DATED at Charlottetown, Prince Edward Island, this 28th 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 **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.