

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 served an eviction notice to the Tenant for disturbing and endangering others, putting the Landlord's property at significant risk, and engaging in illegal activity on the property.
- [3] The Tenant disputes the eviction notice.

BACKGROUND

- [4] The Unit is a two-bedroom apartment in a six-unit building (the "Residential Property") owned by the Landlord.
- [5] On May 8, 2025, the Tenant and the Landlord entered into a written monthly tenancy agreement for the Unit. Rent is \$534.00 monthly. A security deposit was not required.
- [6] On April 29, 2026, the Landlord served the Tenant with a *Form 4(A) Eviction Notice*, effective May 31, 2026 (the "Notice"), for disturbing and endangering others, putting the Landlord's property at significant risk, and engaging in illegal activity on the property. The Notice was served to the Tenant personally.
- [7] The particulars of termination state:

"Ongoing reports from neighbours and community members have raised concerns regarding safety and possible illegal activity at the unit. The tenant was recently arrested and charged with possession for the purpose of trafficking, remanded in custody, and is scheduled to appear in court [date]."
- [8] On May 8, 2026, the Tenant's representative (the "Tenant Representative") emailed the Landlord and the Rental Office a *Form 2(A) Tenant Application to Determine Dispute* (the "Application") disputing the Notice.
- [9] On July 10, 2026, the Rental Office emailed the parties notice of a tele-hearing scheduled for July 28, 2026.
- [10] On July 17, 2026, the Rental Office emailed the parties and mailed the Tenant a 33-page PDF evidence package.
- [11] On July 28, 2026, the Tenant, the Tenant Representative, and the Landlord's representative (the "Landlord Representative") participated in the tele-hearing. The parties confirmed receipt of the evidence package and that all evidence submitted was included.

DISPOSITION

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

ISSUE

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

EVIDENCE

The Landlord's evidence and submissions

- [13] The Landlord Representative stated that the Landlord has received complaints from other tenants in the Residential Property and from nearby community members. There have been complaints of frequent visitors and traffic around the Unit, possible illegal activity, and the complainants feel unsafe. The complaints started shortly after the Tenant moved into the Unit.
- [14] The Landlord Representative stated that the Landlord has no written statements from anyone detailing the complaints. Before serving the Notice, the Landlord had never spoken to the Tenant about the complaints or issued any written warnings.
- [15] The Landlord Representative stated that on March 27, 2026, the Tenant was arrested and is still in custody for possession of cocaine for the purpose of trafficking. The police also executed a search warrant at the Unit as a part of the investigation. The Landlord Representative stated that the Tenant's actions pose a public safety risk to other tenants in the Residential Property.
- [16] The Landlord Representative stated that on June 2, 2026, the Landlord inspected the Unit. The Landlord found that the Unit was vacant and all of the Tenant's personal property had been removed.
- [17] The Landlord Representative stated that during the Unit's inspection, the Landlord found the Unit to be damaged and unclean. There were holes in the walls, writing on a wall and a door, and the towel bar was knocked off. The Landlord also found that a drawer and the fridge were unclean.
- [18] The Landlord Representative stated that there is no move-in inspection report but that the Residential Property was newly constructed before the Tenant moved in. Photographs of the Unit from the inspection were submitted as evidence.

The Tenant's evidence and submissions

- [19] The Tenant stated that she was not arrested at the Unit and was arrested at a different location. She stated the drugs found at that location were not hers and that no drugs were located at the Unit during the police search. The Tenant stated that another individual has claimed ownership of the drugs. She stated that she is seeking release from custody before her upcoming court matters and wishes to remain living in the Unit.
- [20] The Tenant stated that the Landlord has never spoken to her about any complaints and has no documentation of any of the allegations. She stated that the Unit's damage in the Landlord's photographs is either ordinary wear and tear or easily repairable. The towel rack was not properly anchored to the wall and fell during ordinary use.
- [21] The Tenant stated that her father removed her personal property from the Unit pending the outcome of this proceeding. She stated that the fridge is dirty because her father removed some old food when retrieving her personal belongings. She stated the dirt in the drawer is left over from crafts. The Tenant stated she was unaware of the writing on the door and wall but stated it can be easily removed.

ANALYSIS & FINDINGS

[22] 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.

[23] 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."

[24] The Landlord's reasons for terminating the tenancy in the Notice are under clauses 61(1)(d) and (e) 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:

(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;

(e) the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that

(i) has caused or is likely to cause damage to the landlord's property,

(ii) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or

(iii) has jeopardized or is likely to jeopardize a lawful right or interest of the landlord or another occupant.

Illegal activity and disturbing others

[25] For the reasons below, I find that the Landlord has provided insufficient evidence to establish the grounds for termination alleged in the Notice regarding illegal activity and disturbing others.

[26] The Landlord Representative stated that the Landlord has received complaints from other tenants in the Residential Property and from community members alleging there may be illegal activity at the Unit and these individuals feel unsafe. However, none of the complaining individuals testified at the hearing or submitted any evidence regarding the allegations. I note that unsupported complaints carry significantly less weight when the persons making them are unavailable to testify or be questioned.

- [27] 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 complaints without witness testimony or evidence carry less weight because the witnesses cannot be questioned regarding their allegations.
- [28] Additionally, there is no evidence the Landlord raised these allegations with the Tenant before serving the Notice. While not required, this further limits the weight I place on the allegations.
- [29] The evidence does establish that the Tenant was recently arrested and charged for possession of cocaine for the purpose of trafficking. However, I note that an arrest or criminal charge does not, by itself, establish that the Tenant engaged in illegal activity for the purposes of clause 61(1)(e) of the Act. Additionally, the Tenant denies these allegations, and there is no evidence that these allegations have been proven in court. Furthermore, there is no evidence that the alleged illegal activity occurred on the Residential Property or in the Unit.
- [30] I note that clause 61(1)(e) requires sufficient proof that the Tenant or a person permitted on the Residential Property by the Tenant engaged in illegal activity. Even if illegal activity had been established, clause 61(1)(e) further requires proof that the illegal activity caused, or was likely to cause, one of the statutory consequences listed in subclauses (i) to (iii). The Landlord has not established these requirements.
- [31] Additionally, I am not satisfied that the Landlord has established that the Tenant significantly interfered with or unreasonably disturbed another occupant, seriously jeopardized the health or safety of another occupant, or put the Landlord's property at significant risk, under clause 61(1)(d).

Damage

- [32] For the reasons below, I find that the Landlord has provided insufficient evidence to establish grounds for termination under clause 61(1)(d) of the Act regarding damage to the Unit.
- [33] I have reviewed the Landlord's photographs in evidence. Regarding the alleged damages, I find that some, such as the smaller holes in the wall, appear consistent with reasonable wear and tear.
- [34] Regarding the other damages, such as a larger hole and writing on the wall and door, I find that although these damages appear to exceed ordinary wear and tear, they are relatively minor in nature, appear capable of repair, and do not establish that the Tenant has put the Landlord's property at significant risk within the meaning of clause 61(1)(d)(iii).
- [35] Additionally, I also find that the unclean condition of the drawer and fridge does not justify terminating the tenancy under clause 61(1)(d).
- [36] Although the Notice is invalid, the Tenant remains responsible under subsection 28(3) and (4) of the Act for the ordinary cleanliness and for repairing undue damage to the Unit.

Tenancy agreement

- [37] The Landlord used an old tenancy agreement form under the *Rental of Residential Property Act*. I note that for all tenancy agreements commencing on or after April 8, 2023, landlords are required to prepare written tenancy agreements in accordance with sections 10 and 11 of the Residential Tenancy Act.

- [38] The standard form tenancy agreement (*Form 1 – Standard Form of Tenancy Agreement*) is available on the Rental Office's website. The Landlord must ensure that all mandatory information is included in the Landlord's tenancy agreements.

Condition inspection report

- [39] The Landlord did not complete a move-in inspection report of the Unit. All tenancy agreements commencing on or after April 8, 2023, require pre- and post-tenancy inspections. Subsections 18(3) and 38(3) of the Act require a landlord and tenant to complete a pre-tenancy and post-tenancy inspection report – a *Form 5 – Landlord Condition Inspection Report* found on the Rental Office's website.

IT IS THEREFORE ORDERED THAT

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

DATED at Charlottetown, Prince Edward Island, this 29th 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.