

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 behaviour disturbing others and requiring the Tenant and all occupants to vacate the Unit.

BACKGROUND

- [3] The Unit is a two-bedroom, one-bathroom rental unit in a twelve-unit building (the “Residential Property”) owned by the Landlord.
- [4] On January 30, 2026 the parties signed a written, fixed-term tenancy agreement. Rent in the amount of \$1,595.00 is due on the first day of the month. The Tenant paid the Landlord a \$1,595.00 security deposit at the beginning of the tenancy.
- [5] On May 31, 2026 the Landlord’s representatives (the “Representatives”) served the Tenant with a *Form 4(A) Eviction Notice* effective July 1, 2026 for behaviour disturbing others (the “Notice”).
- [6] The particulars of termination stated:

“Smoking on deck, smoking on entrance steps, back entrance door left open, loud music late at night, having people in hallways after hours, making tenants fearful and uncomfortable, dog running in hallways, not cleaning up feces on property, tenants feeling unsafe.”
- [7] On July 1, 2026 the Representatives taped on the Unit’s front door a *Form 2(B) Landlord Application to Determine Dispute* requesting the Sheriff to put the Landlord into possession of the Unit (the “Application”).
- [8] On July 2, 2026 the Application was filed with the Rental Office.
- [9] On July 21, 2026 the Rental Office mailed and e-mailed the parties notice of a tele-hearing scheduled for August 4, 2026.
- [10] On July 28, 2026 the Rental Office provided the parties a 24-page PDF evidence package.
- [11] On August 4, 2026 the Representatives participated in the tele-hearing. I telephoned the Tenant and received no response. After ten-minutes the tele-hearing proceeded in the Tenant’s absence. The Representatives 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 behaviour disturbing others 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.*
- [15] The Representatives stated that they have received numerous complaints from other tenants in the Residential Property about the Tenant smoking and loud music being played. The Representatives stated that the Tenant is aggressive when they attempt to communicate with the Tenant. The Representatives stated that the RCMP and city police have been to the Residential Property to speak with the Tenant and the Tenant's guests.
- [16] The Representatives stated that the Tenant has not paid rent for July 2026 or August 2026 and refuses to vacate the Unit.
- [17] I find that the evidence presented establishes that there are valid reasons for ending the tenancy in the Notice.
- [18] The Tenant did not file an application disputing the Notice with the Rental Office within ten days of receiving the Notice.
- [19] 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*.
- [20] 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.
- [21] The Notice is valid and the Application is allowed.
- [22] The Tenant and all occupants must vacate the Unit by the timeline below.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective 5:00 p.m. on August 11, 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 4th day of August, 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.