

INTRODUCTION

- [1] This decision determines 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 alleging that the Tenant was responsible for an unreasonable number of occupants in the Unit, behaviour disturbing others, illegal activity, failure to comply with a material term of a tenancy agreement and subletting without the Landlord’s consent.
- [3] The Tenant disputes the eviction notice.

BACKGROUND

- [4] The Unit is a two-bedroom, one-bathroom apartment located in a 40-unit, four-level building that is located beside another 40-unit building and a 25-unit building that are also owned by the Landlord (the “Residential Property”).
- [5] On March 8, 2021 the Tenant, a second tenant and the Residential Property’s former owner entered into a written, fixed-term tenancy agreement from April 1, 2021 to March 31, 2022 that later converted to a monthly agreement (the “Tenancy Agreement”). A security deposit of \$430.00 was paid by April 1, 2021. Rent in the amount of \$933.89 is due on the first day of the month.
- [6] On March 31, 2023 the second tenant was removed from the Tenancy Agreement.
- [7] On August 8, 2025 the Landlord purchased the Residential Property from the former owner and the tenancy continued.
- [8] On July 9, 2026 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with a vacate date of July 24, 2026 (the “Notice”). The particulars of termination were left blank.
- [9] I note that the correct vacate date was August 31, 2026, as provided below.
- [10] On July 17, 2026 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the “Application”) with the Rental Office disputing the Notice.
- [11] On July 20, 2026 the Rental Office sent the parties notice of a tele-hearing scheduled for August 4, 2026.
- [12] On July 28, 2026 the Rental Office sent the parties a 27-page PDF evidence package.
- [13] On August 4, 2026 the Tenant and the Landlord’s two representatives (the “Representatives”) joined the tele-hearing. The parties confirmed that they received the evidence package and that everything previously submitted to the Rental Office for this dispute was included.

DISPOSITION

- [14] I find that the Notice is invalid and the Application is allowed. The tenancy will continue and the Tenant can continue living in the Unit.

ISSUE

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

ANALYSIS**Notice: Vacate Date**

[15] On July 9, 2026 the Landlord served the Tenant with the Notice under subsection 61(1) of the Act. The Landlord provided a vacate date of July 24, 2026.

[16] The minimum notice period is provided in subsection 61(3), which states as follows:

A notice of termination under this section shall end the tenancy effective on a date that is
(a) not earlier than one month after the date the notice is received; and
(b) the day before the day that rent is payable under the tenancy agreement.

[17] The earliest vacate date was August 31, 2026, which is automatically changed under section 54 of the Act.

Legal Basis

[18] 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.

[19] The Landlord seeks to end the tenancy under clauses 61(1)(c), (d), (e), (h) and (i) 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;*
- (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;*
- (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;*
- (i) the tenant purports to assign or sublet the rental unit without first obtaining the landlord's written consent as required by section 30;*

[20] The Representatives clarified that, although a rent owing amount was included in the Notice, the Landlord is not seeking to end the tenancy for rent owing.

- [21] In Order LR26-16¹ 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.”

Notice: Particulars

- [22] The Notice’s particulars of termination provide limited information regarding the specific behaviour and events in dispute.

- [23] 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;*

- [24] Subsection 53(d) facilitates procedural fairness because the person that receives an eviction notice must be provided with the reasons for eviction.
- [25] Clauses 61(1)(d), (e) and (h) cover a wide range of behaviour and events that could be considered behaviour disturbing others, illegal activity or breach of a material term.
- [26] Particulars are necessary to ensure that the recipient of the eviction notice understands why their landlord is seeking eviction.
- [27] The Landlord should have provided details in the Notice’s particulars section regarding the reasons for seeking to end the tenancy.

Determination

- [28] For the reasons below, I find that the Notice is invalid and the Application is allowed.
- [29] The Representatives stated that they received complaints against the Tenant regarding noise, parking issues, people using the Unit’s windows as doors, the Fire Department attending the Unit, and other matters.
- [30] The Landlord presented limited direct evidence regarding the complaints against the Tenant. The complaining tenants and occupants did not participate in the hearing.
- [31] The Representatives stated that, although the complainants have not provided written statements yet, they are willing to do so.

¹ <https://irac.pe.ca/wp-content/uploads/Order-LR26-16-.pdf>

- [32] I note that written statements alone have been found in earlier decision to provide insufficient evidence to support an eviction notice.
- [33] There are a number of Commission cases discussing the importance of having witnesses participate in Rental Office and Commission hearings to provide testimony and answer questions regarding the reasons for eviction (for example, see Commission Orders LR21-30², LR23-83³, LR24-45⁴ and LR25-54⁵).
- [34] The best practice is for a landlord to have the complaining tenants or other witnesses participate in the hearing. The witnesses solemnly affirm to tell the truth, provide their testimony, and are available to answer questions regarding their evidence. A landlord should also submit documents to the Rental Office in advance of the hearing that would be referred to by the witnesses during the hearing. It is the responsibility of landlords and tenants to have their witnesses participate in a hearing, not the Rental Office.
- [35] I note that complainants frequently participate in Rental Office and Commission tele-hearings as witnesses to provide their direct evidence regarding contentious matters.
- [36] The Landlord has provided limited, direct evidence to support the Notice. No occupants of the Unit's building participated in the hearing. I also do not have written statements from these occupants.
- [37] Although one of the Representatives lives in a neighbouring building, this representative has not directly witnessed many of the events underlying the complaints against the Tenant.
- [38] The Landlord did not submit video evidence supporting the Notice.
- [39] The Landlord has provided limited documentation regarding the complaints against the Tenant.
- [40] The Representatives stated that the Tenant was provided oral warnings instead of written warnings. I note that written warnings are preferable in eviction proceedings because then there is no dispute regarding the content of the warning.
- [41] Before providing a written warning a landlord should investigate the complaint, which would include getting the recipient's position on what occurred, before issuing a warning.
- [42] To end a tenancy for breach of a material term under clause 61(1)(h), it is mandatory to first provide the tenant with **written** notice before serving an eviction notice.
- [43] In this case the Landlord did not provide the Tenant written notice before serving the Notice. Therefore, it is not possible to end the tenancy for breach of a material term at this time.
- [44] The evidence presented does not establish that an unreasonable number of occupants are living in the Unit or that the Tenant has assigned or sublet the Unit without consent. The Tenant stated that only himself and one other person ("WD") are living in the Unit. The Tenant provided message correspondence with the former owner showing that they permitted WD to live in the Unit. I have insufficient evidence that too many occupants were living in the Unit on a temporary basis.

² <https://irac.pe.ca/wp-content/uploads/Order-LR21-30.pdf>

³ <https://irac.pe.ca/wp-content/uploads/Order-LR23-83.pdf>

⁴ <https://irac.pe.ca/wp-content/uploads/Order-LR24-45.pdf>

⁵ <https://irac.pe.ca/wp-content/uploads/Order-LR25-54.pdf>

- [45] The Representatives stated that the Fire Department attended the Unit about three months ago regarding a fire hazard. However, no Fire Department records were submitted into evidence.
- [46] The Tenant disputed the Landlord's reasons for ending the tenancy. The Tenant stated that he has not been charged regarding an illegal activity.
- [47] I find that the Landlord has not provided clear, cogent, and compelling evidence justifying termination of the Tenancy Agreement.
- [48] As a result, I find that the Notice is invalid and the Application is allowed. The tenancy will continue and the Tenant can continue living in the Unit.

IT IS THEREFORE ORDERED THAT

1. The tenancy will continue and the Tenant can continue living in the Unit.

DATED at Charlottetown, Prince Edward Island, this 5th day of August, 2026.

(sgd.) Andrew Cudmore

Andrew Cudmore
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.