

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 two eviction notices alleging that the Tenant significantly interfered with and unreasonably disturbed other occupants of the Residential Property, seriously jeopardized their safety, damaged property and did not pay August 2026 rent.
- [3] The Tenant disputes the eviction notices.

BACKGROUND

- [4] The Unit is located in a thirteen-unit, one-level building that the Landlord has operated since January 1, 2023 (the “Residential Property”).
- [5] The Landlord and the Tenant entered into a written, fixed-term tenancy agreement from January 14, 2026 to December 31, 2026. Rent in the amount of \$995.00 is due on the first day of the month and a security deposit in the amount of \$995.00 was paid on January 13, 2026.
- [6] On July 31, 2026 the Landlord posted to the Unit's door a first *Form 4(A) Eviction Notice* with a vacate date of August 31, 2026 (the “First Notice”) alleging that the Tenant significantly interfered with and unreasonably disturbed other occupants of the Residential Property, seriously jeopardized their safety and damaged property. The particulars of termination state:

“[The Landlord] is moving to evict, as we have been made aware that on the night of July 30, you were making excessive noise during the nighttime hours, refused to stop after being notified by neighboring tenants, and that you damaged the exterior wall of the building with a knife, making neighboring tenants feel unsafe in their own home. It has also come to our attention that you have been arrested as a result of the incident. This eviction is being served in relation to Summerside Police report # [removed].”

- [7] For the reasons below, I find that the First Notice was served on August 4, 2026 and the vacate date is September 30, 2026.
- [8] On August 5, 2026 the Landlord emailed the Tenant a second *Form 4(A) Eviction Notice* with a vacate date of August 25, 2026 for non-payment of rent (the “Second Notice”).
- [9] On August 14, 2026 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the “Application”) with the Rental Office disputing the eviction notices.
- [10] On August 25, 2026 the Rental Office sent the parties notice of a tele-hearing scheduled for September 15, 2026.
- [11] On September 4, 2026 the Rental Office sent the parties a 22-page PDF and one Landlord video evidence package.
- [12] On September 15, 2026 the Tenant and the Landlord's representative (the “Representative”) 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. The Landlord submitted an email with two additional images during the hearing.

DISPOSITION

- [13] The Application was filed with the Rental Office within ten days of the Tenant being served with the eviction notices.

[14] The First Notice is valid and the Tenant and all occupants must vacate the Unit by the timeline below.

[15] The Second Notice is invalid because the Tenant paid the rent due for August 2026 within ten days of service.

ISSUES

A. Did the Tenant file the Application within ten days of being served with the eviction notices? What is the correct vacate date for the First Notice?

B. Must the Tenant and all occupants vacate the Unit?

ANALYSIS

A. Did the Tenant file the Application within ten days of being served with the eviction notices? What is the correct vacate date for the First Notice?

[16] The evidence presented establishes that the Tenant was incarcerated from July 30, 2026 to August 4, 2026. The First Notice was taped to the Unit's door on July 31, 2026, after the Tenant was incarcerated. The Tenant did not have access to email at the Provincial Correctional Centre and the Representative was unable to serve the Tenant while the Tenant was incarcerated.

[17] In these circumstances, I find that the Tenant was served with the First Notice on August 4, 2026 because the Tenant was unable to receive this notice until this date. The Second Notice was served on August 5, 2026. I find that the Application was filed within ten days of being served with the eviction notices in accordance with subsection 61(5) of the *Act*.

[18] With the First Notice's date of service being August 4, 2026, the vacate date is automatically changed to September 30, 2026 by operation of law under section 54 of the *Act* because of the minimum notice period in subsection 61(3), which states:

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.

B. Must the Tenant and all occupants vacate the Unit?

Legal Basis

[19] 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 eviction notices.

[20] In the First Notice the Landlord seeks to end the tenancy under clauses 61(1)(d), and (f) 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;

(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;

- [21] In Order LR26-16¹ the Island Regulatory and Appeals 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."

Determination

- [22] For the reasons below, I find that the First Notice is valid.
- [23] The Landlord seeks to end the tenancy because of an incident involving the Tenant that occurred on July 30, 2026.
- [24] The Tenant stated that before the incident occurred his neighbour repeatedly banged on his wall. The Tenant essentially stated that it was unfair for the neighbour to bang on the wall about noise because the Tenant had put up with the neighbour's loud music a number of times and the Tenant had not complained.
- [25] The Landlord submitted into evidence a video of the incident that occurred at 12:26 a.m. on July 30, 2026. The Representative stated that the video was recorded by a camera belonging to other tenants of the Residential Property.
- [26] At the hearing the Tenant admitted that he is the person shown in the video.
- [27] The video shows the Tenant outside of the neighbour's unit's window in the first part of the recording.
- [28] The Tenant states the following things at the beginning of the video:
- "(inaudible) up, respect your fucking elders you fucking junkie piece of shit. Fucking do some more heroine you fucking loser. Nobody likes you you fucking idiot. Shut the fuck up (inaudible)... you fucking piece of shit lowlife.*
- (inaudible)...you fucking coward, fucking shit. If there wasn't a wall between ya I'd fucking you'd be dead right now. Shit. Open the door you fucking piece of shit coward... (inaudible)."*
- [29] At the hearing the Tenant did not answer my question regarding what was in his hands at the time of the incident.

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

- [30] However, I have reviewed the video and the other evidence provided by the parties. The video shows that the Tenant was holding one or two knives while aggressively yelling the statements quoted above. In particular, the Tenant is shown holding at least one knife during the first six seconds of the video, while positioned close to the neighbour's window.
- [31] My determination that the Tenant was holding a knife (or knives) is also consistent with the Landlord's evidence regarding the nature of the vinyl siding damage shown in the Landlord's photograph, which appears to be cut with a sharp object.
- [32] The Representative stated that the Tenant's neighbour, and the tenants that provided the Landlord with the video, feel unsafe because of this incident. I note that this is an expected reaction to the Tenant aggressively yelling close to these tenants' units shortly after midnight while holding at least one knife.
- [33] I find that the Tenant has significantly interfered with and unreasonably disturbed other occupants of the Residential Property and seriously jeopardized their safety. I find that the Landlord has a valid basis for ending the tenancy under clause 61(1)(d).
- [34] The First Notice is valid. I will not determine the other claim in this notice that the tenancy should end under clause 61(1)(f).

Second Notice

- [35] In the Second Notice the Landlord seeks to end the tenancy under subsection 60(1) of the *Act*, which states:

A landlord may end a tenancy if rent is unpaid after the day it is due, by giving a notice of termination effective on a date that is not earlier than 20 days after the date the tenant receives the notice.

- [36] The evidence establishes that the Tenant was served with the Second Notice on August 5, 2026.
- [37] The Tenant stated that he paid August 2026 rent one day after being served with the Second Notice. The Representative stated that the Tenant's rent was paid on August 11, 2026, which is six days after service
- [38] I find that the Second Notice was invalidated under clause 60(4)(a) of the *Act* because the outstanding rent was paid within ten days of service. This subsection states:

Within 10 days after receiving a notice of termination under this section, the tenant may (a) pay the overdue rent, in which case the notice of termination has no effect.

- [39] The Representative stated that the Tenant was served with another eviction notice for non-payment of rent on September 5, 2026.
- [40] However, I find that at the time of the hearing the Tenant was still able to invalidate this additional notice through paying the rent due. I will not determine the eviction notice for non-payment of September 2026 rent in this decision.

CONCLUSION

- [41] The Application is denied. The First Notice is valid and the Second Notice is invalid.
- [42] 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 September 30, 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 by the *Act*.

DATED at Charlottetown, Prince Edward Island, this 16th day of September, 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 **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.