

INTRODUCTION

- [1] This decision addresses an application the Tenant 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 behaviour disturbing others and illegal activity.
- [3] The Tenant disputes the eviction notice.

BACKGROUND

- [4] The Unit is a two-bedroom, one-bathroom apartment located in a 40-unit building owned by the Landlord (the "Residential Property").
- [5] On March 8, 2021, the 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 of \$933.89 is due on the first day of the month.
- [6] In August 2025, the Landlord purchased the Residential Property from the former owner, and the tenancy continued.
- [7] On September 2, 2026, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with a vacate date of September 30, 2026 (the "Notice"). The particulars of termination were left blank.
- [8] The earliest vacate date for the Notice is October 31, 2026, because of the minimum notice period required by subsection 61(3) of the Act. For this reason, the Notice's vacate date is automatically corrected to October 31, 2026, under section 54.
- [9] On September 9, 2026, the Tenant filed and served a *Form 2(A) Tenant Application to Determine Dispute* (the "Application") with the Rental Office disputing the Notice.
- [10] On September 21, 2026, the Rental Office sent the parties notice of a tele-hearing scheduled for October 15, 2026.
- [11] On October 5, 2026, the Rental Office sent the parties a 25-page PDF evidence package.
- [12] On October 7, 2026, the Tenant submitted one photograph as late evidence to the Rental Office but did not share it with the Landlord.
- [13] On October 15, 2026, the Tenant joined the tele-hearing. I called and emailed the Landlord, but the Landlord did not join the tele-hearing. The tele-hearing proceeded ten minutes after the scheduled time. The Tenant confirmed that he received the evidence package and that everything he submitted to the Rental Office for this dispute was included, except for his late evidence.
- [14] After the hearing, I emailed the Tenant's late evidence to the Landlord. I provided the Landlord with a response deadline of October 16, 2026, at 4:00 p.m. The Landlord did not respond or provide additional evidence regarding the Tenant's late evidence.

DISPOSITION

- [15] 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

- [16] 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.

- [17] The Landlord seeks to end the tenancy 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.

- [18] 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."

Notice: Particulars

- [19] The Notice's particulars of termination provide no information regarding the specific behaviour and events in dispute.

- [20] 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.

- [21] Subsection 53(d) facilitates procedural fairness because the person who receives an eviction notice must be provided with the reasons for eviction.

- [22] Clauses 61(1)(d) and (e) cover a wide range of behaviour and events that could be considered behaviour disturbing others or illegal activity. Particulars are necessary to ensure that the recipient of the eviction notice understands why their landlord is seeking eviction. The Landlord should have provided details in the Notice's particulars section explaining why they are seeking to end the tenancy.

Determination

- [23] For the reasons below, I find that the Notice is invalid and the Application is allowed.
- [24] The Tenant disputed the Landlord's reasons for ending the tenancy. The Tenant stated that two of his guests began arguing and he asked them to leave the Residential Property. When his guests continued arguing outside the Residential Property, the Tenant contacted the police.
- [25] The Landlord had no representatives or witnesses participate in the tele-hearing. The Landlord submitted unsworn written statements from two different individuals alleging that the Tenant's guests have been disruptive. However, there is insufficient evidence to identify the authors of the statements, and they did not participate in the tele-hearing.
- [26] I note that written statements alone have been found in earlier Commission decisions (LR21-30, LR23-83, LR24-45 and LR25-54) to provide insufficient evidence to support an eviction notice. The Commission cases emphasize the importance of having witnesses participate in Rental Office and Commission hearings to testify and answer questions about the reasons for eviction.
- [27] Best practice is for a landlord to have 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. It is the responsibility of landlords and tenants to have their witnesses participate in a hearing. I note that complainants frequently participate in Rental Office and Commission tele-hearings as witnesses to provide their direct evidence regarding contentious matters.
- [28] The Landlord has provided limited, direct evidence to support the Notice. The Landlord had no representatives or witnesses participate in the tele-hearing. The Landlord has not identified the authors of the written statements. The Landlord has provided limited documentation regarding the complaints against the Tenant.
- [29] I find that the Landlord has not provided clear, cogent, and compelling evidence to justify terminating the tenancy agreement.
- [30] 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 19th day of October, 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.