

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 the Tenant with an eviction notice alleging that the Tenant disturbed or endangered others.
- [3] The Tenant disputes the eviction notice.

BACKGROUND

- [4] The Unit is a batchelor apartment located in a 14-unit building that the Landlord has owned for about two years.
- [5] The Landlord and the Tenant entered into a written, monthly tenancy agreement that started on September 1, 2025. A security deposit in the amount of \$1,125.00 was paid on September 1, 2025. Rent in the amount of \$1,125.00 is due on the first day of the month. The Landlord has served the Tenant with a rent increase notice.
- [6] On September 4, 2026 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with a vacate date of October 4, 2026 (the “Notice”) alleging that the Tenant disturbed or endangered others.
- [7] I note that the correct vacate date was October 31, 2026 for the reasons provided below. The Landlord used an earlier version of the standard *Form 4(A) Eviction Notice*.
- [8] On September 11, 2026 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the “Application”) with the Rental Office disputing the Notice. The particulars of the Application state:

“There was no warning as to excessive noise or “guests.” The reason provided for eviction is not valid or provided with any proof. There are 2 resident with the name [Tenant first name]. Myself and someone else. Perhaps the landlord has mixed up the names.”
- [9] On September 22, 2026 the Rental Office sent the parties notice of a tele-hearing scheduled for October 22, 2026.
- [10] On October 13, 2026 the Rental Office sent the parties an 18-page PDF evidence package.
- [11] On October 22, 2026 the Tenant, the Tenant’s facilitator and the Landlord’s representative (the “Representative”) participated in the hearing. The parties confirmed that everything submitted by the parties regarding the dispute was included in the evidence. The Representative discussed video evidence during the hearing but confirmed that no video evidence was previously submitted to the Rental Office.

DISPOSITION

- [12] The Notice is invalid and the Application is allowed.
- [13] 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

[14] 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.

[15] The Landlord seeks to end the tenancy 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;

[16] 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."

Notice Vacate Date

[17] The Landlord served the Tenant with the Notice on September 4, 2026 under subsection 61(1)(d) of the Act. The Landlord provided a vacate date of October 4, 2026.

[18] The earliest vacate date 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.

[19] Rent is due on the first day of the month under the tenancy agreement. The earliest vacate date is October 31, 2026, which is automatically changed under section 54 of the Act.

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

Standard Form 4(A) Eviction Notice

[20] The Notice used by the Landlord was an earlier version of the standard form that did not include a specific section for particulars of termination. The particulars section is used to identify the specific events and behaviour in issue.

[21] 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;

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

[23] Ending a tenancy under clause 61(1)(d) can cover a wide range of alleged behaviour and events that could be considered behaviour significantly interfering with or disturbing others.

[24] Particulars are important for ensuring that the recipient of the eviction notice understands why their landlord is seeking eviction.

[25] The current *Form 4(A) Eviction Notice* is available at the following Rental Office link: <https://peirentaloffice.ca/forms/>

[26] I also note that pages 2 and 3 of the parties' tenancy agreement refer to sections in the *Rental of Residential Property Act*, which was repealed on April 8, 2023, over three years ago.

[27] The Landlord must ensure that it uses current Rental Office forms and references to the current legislation, the *Residential Tenancy Act*.

Determination

[28] For the reasons below, I find that the Notice is invalid and the Application is allowed.

[29] The Tenant disputes the eviction and disputes that the Landlord has a valid basis for ending the tenancy.

[30] The Representative stated that the Landlord has received a number of complaints regarding the Tenant's behaviour and his guests' behaviour. These complaints include the volume of traffic coming into and out of the Unit and other units, sales at the property and other issues.

[31] 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).

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>

- [32] 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.
- [33] A landlord should also submit documents to the Rental Office in advance of the hearing that the witnesses will refer to during the hearing. It is the responsibility of landlords and tenants to have their witnesses participate in a hearing, not the Rental Office.
- [34] I note that complainants frequently participate in Rental Office and Commission tele-hearings as witnesses to provide their direct evidence regarding contentious matters.
- [35] The Landlord has provided limited, direct evidence to support the Notice.
- [36] Other than the Tenant, no occupants of the Residential Property participated in the hearing.
- [37] The Landlord has provided limited documentation regarding the complaints against the Tenant.
- [38] The Landlord did not submit video evidence supporting the Notice.
- [39] The Representative stated that he does not have issues with the Tenant when they meet face-to-face.
- [40] The Representative 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] I find that the Landlord has not provided clear, cogent, and compelling evidence justifying termination of the tenancy agreement.
- [43] 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 23rd day of October, 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.