## INTRODUCTION

[1] This decision addresses an application that the Tenant filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act*, cap. R-13.11 (the "*Act*").

[2] The Landlord served the Tenant with an eviction notice alleging an unreasonable number of occupants in the Unit, disturbing others, endangering others, or putting the property at risk, causing damage to the Unit and failure to comply with a material term of the tenancy agreement despite written warning.

[3] The Tenant disputes the eviction notice.

## BACKGROUND

[4] The parties agreed upon the following facts.

[5] The Unit is a single-bedroom with shared common areas within a six-bedroom dwelling (the "Residential Property"), owned by the Landlord. The Landlord's representative (the "Representative") is the Landlord's property manager who started on the last week of August 2026.

[6] The Tenant has occupied the Unit for over two years.

[7] On June 1, 2026 the parties signed a written, fixed-term tenancy agreement, which ends May 31, 2027. Rent is $850.00 due on the first of each month. An $850.00 security deposit was required; however, it is unclear on the evidence what amount was paid and the date of payment.

[8] On October 15, 2026 the Representative served the Tenant with a *Form 4(A) Eviction Notice* with a vacate date of November 30, 2026 for four grounds (the "Notice"). The particulars of termination state:

> "*Termination of tenancy is being sought due to repeated violations of the tenancy agreement and property regulations, including continued smoking inside despite written warnings and posted signage, improper garbage disposal outside the property, and ongoing disturbances interfering with other tenants' peaceful enjoyment. Repeated police involvement associated with disturbances has raised serious concerns regarding the safety and well-being of residents. Despite warnings and opportunities to correct these behaviours, the violations have continued. The landlord is therefore seeking termination of the tenancy to protect the rights and peaceful enjoyment of other residents*."

[9] On October 19, 2026 the Tenant filed with the Rental Office a *Form 2(A) Tenant Application to Determine Dispute* disputing the Notice (the "Application"). The Application was delivered to the Landlord the same date it was filed with the Rental Office.

[10] On October 22, 2026 the Rental Office provided the parties with notice of a tele-hearing scheduled for November 12, 2026.

[11] On November 5, 2026 the Rental Office sent the parties a 71-page PDF evidence package. The Representative provided a copy to the Tenant because the Tenant does not have an e-mail address.

[12] On November 12, 2026 the Tenant, an interpreter and the Representative participated in the hearing. The parties confirmed that they received the evidence package. The Representative confirmed that all evidence submitted to the Rental Office was included. The Representative stated that police reports were intended to be included, however, they were not yet received in time for the hearing.

## DISPOSITION

[13] The Landlord has not established valid grounds for ending the tenancy. The Notice is invalid and the tenancy agreement will continue.

## ISSUE

A. Must the Tenant vacate the Unit due to the Notice?

## EVIDENCE

[14] The Landlord's evidence included written submissions, incident reports, timelines, the Tenant's confirmation of residency, an older eviction notice, a copy of the tenancy agreement, screenshots from the Residential Property's security camera, photographs and e-mails listing witnesses for the Landlord.

[15] The Representative was the only testimony provided at the hearing from the Landlord's side.

[16] Only the Representative participated in the hearing, his testimony was also included in the Landlord's evidence.

[17] The Representative stated that he started managing the property in the last week of August 2026. The Representative stated that many of the complaints and grounds for eviction happened under the former property manager's tenure.

[18] The Representative stated that he received complaints from other tenants living in the Residential Property about the Tenant's guests being disruptive late at night. The Representative was unsure if the Tenant's guests were also occupying or staying in the Unit.

[19] The Representative stated that the other tenants living in the Residential Property have complained about the Tenant's conduct, which includes yelling, slamming doors and disturbing others.

[20] The Representative stated that on October 19, 2026, when he arrived at the Residential Property, the Tenant "*verbally attacked*" him, and was aggressive towards him because of the Notice.

[21] The Representative stated that the police have been called to the Residential Property on many occasions, both at the Tenant's and the other tenants' request. The Representative stated that since his time managing the Residential Property the Tenant has not been arrested or charged by the police.

[22] The Representative stated that other tenants in the Residential Property have accused the Tenant of kicking in doors, walls and damaging the Residential Property.

[23] The Representative stated that he did not witness the Tenant's "*illegal dumping*." Overall, garbage complaints were made to the former property manager. However, the screenshots show the Tenant taking garbage and dumping it outside the Residential Property.

[24] The Representative stated that the Residential Property is a non-smoking building. The Representative stated that the photographs submitted into evidence show the Tenant smoking in the main entry of the Residential Property. The Representative stated that he has not warned nor talked to the Tenant about smoking in the Residential Property. However, the Representative stated that the incident reports state that the former property manager reported the incident.

[25] The Tenant did not submit any documentary evidence.

[26] The Tenant denied having any guests, let alone guests late at night. The Tenant stated that the neighbouring tenant has a lot of guests, which she complains about.

[27] The Tenant stated that the Representative is new and that the former property manager is not at the hearing to provide evidence. The Tenant denied disturbing others or damaging the Unit.

[28] The Tenant stated that she has yelled at other tenants, but that was because they were being loud, and disruptive. The Tenant stated that she did not damage the door and that it was the police who kicked the door in conducting a wellness check on the neighbouring tenant.

[29] The Tenant denied the "*illegal dumping*" allegations. The Tenant stated that she placed garbage outside, and that the Residential Property is located in a high-traffic area, so other people throw garbage around the Residential Property.

[30] The Tenant did not deny the Landlord's evidence regarding smoking in the Residential Property. The Tenant stated that she usually smokes outside the Residential Property. The Tenant stated that she did not know why she was smoking inside the Residential Property in those circumstances.

## ANALYSIS

[31] The Landlord has the onus to prove, on the civil standard of the balance of probabilities, a valid ground to end the tenancy contained in the Notice.

[32] In Order LR26-60 the Island Regulatory and Appeals Commission made the following comments regarding a landlord ending a tenancy:

> "*Given the significant impact that an eviction has on a tenant's housing security, termination of a tenancy agreement is a very serious matter. The Commission considers a high evidentiary bar in such matters, and the onus is on the Landlord to establish, on a balance of probabilities, that the facts justify a termination of the tenancy*."[1]

[33] The Landlord seeks to end the tenancy under clauses 61(1)(c), (d), (f) and (h) 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;*
>
> *(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;*
>
> *(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.*

[1] *Campbell v. PEI Housing Corporation* 2026, PEIRAC 74, para. 30.

[34] For the reasons below, I find that the Landlord has not established that there are valid grounds contained in the Notice to end the tenancy.

[35] The Landlord's evidence is primarily hearsay and unreliable evidence.

[36] The Representative's evidence was primarily hearsay, because it relied upon reports from the former property manager. The Representative did not witness much of the alleged behaviour or conduct against the Tenant. The only direct evidence the Representative provided was from the October 19, 2026 incident. In these circumstances, I find that the Tenant's behaviour was aggressive towards the Representative, however, it was in the context of being served the Notice. The incident alone does not justify eviction.

[37] The number of occupants, disturbing others, damaging property, and garbage claims are unproven by the Landlord's evidence. The Landlord did not have direct or objective evidence to support the written report and documentary evidence submitted by the Landlord. The Landlord did not have witnesses, particularly the complaining other tenants nor the former property manager provide witness testimony at the hearing. The photographs regarding the garbage or illegal dumping are not enough to establish a ground for eviction.

[38] The Tenant denied and provided context surrounding the Landlord's allegations against her.

[39] Regarding the smoking issue, I find that it is a breach of the tenancy agreement. The Landlord's evidence, including the Tenant's admission, shows that the Tenant, at least on one occasion smoked inside the Residential Property.

[40] In the context of a ground for ending the tenancy, this would be a breach of a material term of the tenancy agreement. However, included in this ground is that the Tenant's behaviour was not corrected after receiving written warning. I find that the Landlord's evidence does not include any written warnings to the Tenant. Further, I find that the evidence only establishes that the Tenant smoked inside the Residential Property on one occasion. This alone does not justify ending the tenancy.

## CONCLUSION

[41] I find that the Notice is invalid and the Application is allowed.

[42] 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 13th day of November, 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 **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.